New-York Daily Times.

VOL. VI.....NO. 1673. NEW-YORK, THURSDAY, JANUARY 29, 1857. PRICE TWO CENTS.

TROUBLE ON THE SEA.

STARVATION—FROST-BITES, AND DISTRESS.

The British Brig Princess Louisa 110 Days from Cadiz—Extraordinary Narrative.

Several Ships Lost at Sea and Wrecked on the Coast.

The "Unknown Steamer" Safe in this Port.

DISASTERS REPORTED BY TELEGRAPH.

The arrival of the ship *Patrick Henry* a week ago reported speaking the brig *Princess Louisa* off this Coast in distress, and asking that assistance might be sent to her. The disabled and desperate situation of the vessel has drawn public attention to her case, and excited much interest in her fate. The United States storeship *Relief*, manned by a crew of noble officers and men, volunteers from the frigate *Wabash*, sailed on Monday to find and bring her into port, but quite unexpectedly the distressed brig arrived at quarantine on Tuesday night, and came up to the City yesterday safe, but not very sound. Upon her arrival at her dock, she was boarded by our marine reporter. The particulars of her long and extraordinary passage were obtained and are given below in the shape of extracts from her log.

EXTRACTS FROM THE LOG OF BRITISH BRIG "PRINCESS LOUISA."

Nov. 6—Being short of provisions, boarded the American bark *Fanny Ellis*, of and bound to New-Orleans, and received from her two barrels of beef, one barrel of flour, fourteen gallons of molasses, and a bag of potatoes.

Nov. 20—This day we broached the last cask of water, containing ninety-four gallons, and issued four pints to each man.

Nov. 28—Caught twelve gallons of rain-water.

Nov. 30—Strong wind and high sea; ship laboring very much. A. M. increased to a gale, and had to bring the ship under close-reefed maintopsail.

Dec. 1—Blowing a gale, with a heavy sea; same weather at midnight. This day we reduced the allowance of water per day for each man to three pints, and served out half a gill of rum to each man.

Dec. 2—Examined stores and found remaining 105 pounds biscuit, 200 pounds beef, 66 gallons of water, from which we serve to each man 1 pound biscuit, 1½ pounds beef, 3½ pounds flour, 3 pints of water, and ½ a gill of rum a day; our pork, sugar, rice, peas and vinegar all gone.

Dec. 4—Blowing a gale, and ship laboring very much, while the sea makes a clean breach over us.

Dec. 7—No abatement of the gale; laid the ship to, and carried away several spars and sails.

Dec. 8—Raining heavily, caught a bogshead of water, and served out four pints to each man.

Dec. 13—Blowing a gale, and the ship laboring heavily, and the sea washing across our decks.

Dec. 15—Reduced the daily allowance of water to one pint for each man.

Dec. 16—Two ships in sight, one showing Brazilian the other Prussian colors, but could not come up with them. The amount of provisions for each man per day is reduced to half pound beef, half pound flour, half a biscuit, one pint of water, and half pint of wine.

Dec. 17—The ship labors much; a heavy sea breaking all over us.

Dec. 18—Blowing a gale, with a very high sea; the ship hove to. At 9 o'clock the whole of the crew came aft and peremptorily refused to work the ship, unless they were served with a larger quantity of wine from the cargo, the daily allowance of food having been reduced to half a pound of biscuit, quarter of a pound of flour, half a pint of water, and half a pint of wine.

Dec. 19—The gale unabated, with a very high sea, and snowing hard; served the crew with half a pint of wine morning, noon and night, mixed with a little snow water; lat. by observation, 38° 20′ N.; long. 73° 32′ W.; were ship to the N. E. in the morning, during a heavy snow storm, the ship laboring very heavily.

Dec. 20—Noon. There is a ship in sight. P. M.—The ship proved to be the bark *Lizzie Nichols*, of Portland, twenty-four hours out from New-York for Corunna; she gave us 70 pounds of beef and pork, 40 pounds of biscuit, a small cask of water, and 10 pounds of flour, for which we paid the Captain $1.

Dec. 21—Blowing hard, with a high sea, and decks covered with snow. Were ship to the northward.

Dec. 22—P. M. Thick and cloudy weather, with a heavy fall of snow, and hard cold weather.

Dec. 23—Light winds and cloudy; at 8 P. M. made the land and laid to until daylight. At dawn, made sail and stood in toward the land; found our position to be off the pine lands of Barnegat Inlet, the lighthouse bearing W. by N. about ten miles distant.

Dec. 24—Strong gales and cloudy. At 4 o'clock wore ship close in shore, blowing a heavy gale, with snow and sleet, increasing in violence. At 6 o'clock a heavy squall struck the ship, carrying away the mainyard and blowing the maintopsail to ribbons; at the same time the foretopsail blew away from the gaskets and was split. A violent snow-squall. No man would leave the decks for some time to hand the sails. At length the remnant of sails was made fast and the ship cleaned up, the gale still increasing in fury and the sea sweeping our decks fore and aft. The bulwarks were washed away, the galley broken and considerable other damage done. Lat. 39° 8′. Issued the last of our water this day, and obliged to serve out wine instead.

Dec. 25—A very heavy sea running, with strong gales. Sea breaking over the ship at intervals. Pumps constantly worked. To-day we issued the last of our provisions, and are now left without either provisions or water; the gale continues with great violence and a high sea running. Hove to under close-reefed topsail; wine issued to the crew in lieu of water and provisions. Latitude 38° 50′ north, longitude 72° 52′ west.

Dec. 26—Continued gales, with heavy sea, and shipped much water; crew pumping; wine served out to them instead of provisions and water.

Dec. 27—Boarded the schooner *Mitch Davidson*, of New-Haven; strong gales and cloudy. The captain could not afford us much assistance, having been himself blowed off the land 17 days by the late gale. He spared us two sweet potatoes and a small barrel of oysters. Divided the potatoes and oysters among all hands, being the only food given to any man on board for the last three days. ANTONIO DOMINGO, the second mate, and ALEXANDER SMITH, seaman, were frost-bitten in the storm of the 24th, and were obliged to knock off duty to-day.

Dec. 30—No abatement of the gale. There was a sail in sight, but she being a fast sailer there was no chance of our getting near enough for her to notice our signal.

Dec. 30—Moderate and clear, and two vessels in sight. Immediately bore down to the one to leeward, which proved to be the *Emily*, of Southport, L. I. Captain DAVIS, from Charleston for New-York. He behaved to us with the greatest kindness, and supplied us with half of his provisions and water, by which means, thank the Lord! we were saved from starvation and death! We had been five days without food and water, our only subsistence being wine. The provisions were administered in small quantities.

Dec. 31—After some refreshment, we felt much better, and the men were set to work to fish the broken yards and bend the sails.

Jan. 1, 1857—Tacked ship to the Northeast at 9 P. M.; the wind shifted to the Northeast and we tacked to the Northward. Strong wind and high sea; at 10 we had the lead going, sounded in 11 fathoms. Land in sight, supposed it to be Egg Harbor.

Jan. 2—Standing to windward, along shore, under double-reefed topsails; several sails in sight. Midnight, strong gales, attended with sleet. Latitude 39° 14′ North, Longitude 73° 48′ West.

Jan. 3—Moderate and calm; at 10 tacked to the North, and soon tacked again in 10 fathoms water, to the Southeast. At noon threatening weather.

Jan. 4, P. M.—A sudden shift of the wind to the northwest caused us to take in canvas as quick as possible. While clewing up foretopsail it was split through the centre and blew all to pieces. At 4:30 rounded to under close-reefed maintopsail. Midnight, blowing a gale, with heavy snow-storm, the ship laboring heavily and shipping large quantities of water. No more water left, and our supply of provisions being nearly all consumed, we issued to each man 1½ ounce biscuit, 1 ounce rice, 1¼ ounce flour, and a small quantity of wine. ALEXANDER BAILEY and HANS SCHMIDT, seamen, and GEO. SAUNDERS, steward, being badly frost-bitten, were released from duty.

Jan. 5—Strong gales and heavy sea, with showers of snow; ship laboring heavily, and shipping much water, carrying away our starboard bulwarks, and doing other damage. DUNCAN RITCHIE laid up with rheumatism. Lat. 38° 27′, lon. 73° 24′, the crew being all in a weak state, through want of provisions and long-continued hardships, we could only muster three foremast hands, besides Captain and mate to do ship's duty. Not having another topsail to bend, the Captain and mate were employed repairing the topsail in the cabin; found our position to be on the edge of the Gulf Stream. In heaving the lead the line parted, losing the deep-sea lead and 20 fathoms of line. Issued the same quantity of provisions this day.

Jan. 6—A sail in sight to the westward. Captain and mate repairing maintopsail in the cabin. Hove to under maintopsail and trysail. Lat. 39° 39′, lon. 73° 5′.

Jan. 7—Hard gales and a heavy sea running; ship laboring very much, and shipping great quantities of water. Crew at the pumps. At 8 P. M. a heavy snow-squall blew away close-reefed maintopsail in ribbons. Now we are left without a single topsail to set. No provisions or water on board, and all hands nearly worn out with hardship and exhaustion. Took all the crew into the cabin to lay and preserve their lives. The gale continues with great violence. Noon: lat. 39° 29′, lon. 71° 55′.

Jan. 8—Hard gales with heavy snow squalls. Were ship to S. W. Hove to at midnight. The ship covered with snow and ice, and the crew weak and infirm. Administered wine in small portions to preserve life. No provisions.

Jan. 9—Gale continuing with great violence. Sea breaking over the ship. No provisions or water. Served one biscuit and wine. We bound the wine to reduce its strength and make it more nutritious. At 9 o'clock boarded a schooner, but could get no relief, only a bucket of water, she having been blown off the coast 17 days; they had but 51 biscuits on board, of which the Captain gave 5 to the men in the boat.

Jan. 10—Calmer weather and cloudy; at 9 o'clock saw a brig to the eastward; bore away and boarded her, but she could give us only a little flour, having no water or anything else to spare; our boat was stove alongside and lost, also damaging the flour with salt water.

Jan. 11—Strong gales and cloudy; saw a sail; snowing hard; crew suffering dreadfully for want of water; rigged a rude machine to endeavor to distill water. Lat. 39° 20′, Long. 70° 56′.

Jan. 12—Brisk gales and high seas; midnight more moderate; wore ship.

Jan. 13—Light winds and cloudy. Steward, 2d mate, and 8 men dreadfully ill from drinking salt water. RICHARD MORELY, apprentice, also taken ill, and incapable of duty; all hands suffering heartburn, and inflammation of the stomach, having nothing to eat but flour mixed with salt water. Wine issued to the crew.

Jan. 14—Moderate weather,—day spent in repairing sails.

Jan. 15—Strong winds and stormy, with a heavy fall of sleet and snow; at 10 o'clock passed a white and black iron buoy adrift. Two vessels in sight at noon. Saw a Norwegian bark with topmast gone. Lat. 38° 39′, lon. 71° 56′.

Jan. 16—P. M. Squally and a heavy snow-storm.

Jan. 17—P. M. Steady breezes, and thick, cloudy weather, with snow and sleet. Reefed the vessel close down. At daylight made Fire Island, bearing N. W., 8½ miles distant; tried to set foresail, in order to round the vessel to, but the ropes being frozen, took us a long time to knock it off with handspikes; meantime the gale came on with such violence the foreyard broke and the foresail blew to pieces; got the foretopsail clewed up after great toil, and laid aloft to furl the sail; before we had been ten minutes on the yard every man left, none but the mate and boatswain remaining; all the threats of the officers could not move the crew to further efforts, and these able to work had to be beaten out of their bunks by violence; three of them were frost-bitten.

Jan. 18—Blowing a violent gale, with a short, ugly sea. At 2:30 the mainstopsail gave way at the yard, the foretopmast staysail blew out of the bolt ropes. Gale continuing with great violence. At 6 o'clock mainstopsail boom broke, the sail going to pieces, leaving us without a sail to set,—put a studding sail in the main rigging, to lay to under.

Jan. 19—Less moderate; several sails in sight. Got some water and provisions from ship *Patrick Henry*, viz., a barrel of beef, a bag of bread, a barrel of water, 10 pounds of sugar, a little tea, a barrel of coal and a little oil.

Jan. 20—All hands clearing away the wreck of broken spars and split sails.

Jan. 21—Light winds and clear, bent a trysail and topmast-staysail.

Jan. 22—Strong gales and cloudy, wind N. W., very high sea, and ship laboring heavily—sea breaking aboard continually.

Jan. 23—Heavy gales and vessel covered with ice, and the rudder-case frozen, so that could not steer the ship. Morning calm, succeeded in loosing the rudder after four hours' labor; made sail; two men disabled, and nearly all the men frost-bitten. Lat. 39° 53′, lon. 71° 50′.

Jan. 24—Cloudy. Sent down broken fore-yard, and cleared up decks.

Jan. 25—Strong gales and cloudy; set a top-sail yard; lost our jibboom in a field of ice. At 2:30, made the Highland of Neversink, and soon after was taken in tow by the steamtug *Ceres*, which brought us to Quarantine. At 9:30 P. M. sent three men to the Hospital, and reached the City next day.

LOSS OF SHIP FRANKLIN KING—RESCUE OF HER OFFICERS AND CREW.

The British bark *Celia*, Capt. CURTIS, Malaga, 42 days, with freight, &c., to HAMILTON & Co., experienced very heavy weather. She sailed in company with bark *John Griffin* of Prospect. Jan. 10, lat. 36° 45′, lon. 52° 49′, fell in with ship *Franklin King* of Thomaston, BORLAND, hence Dec. 29, with merchandise and passengers bound to Liverpool, and in a sinking condition; took off the Captain and crew, and brought them to this port. Capt. BORLAND makes the following report: Sailed from New-York, Dec. 29, with a general cargo, consisting principally of provisions; nothing of any account occurred until the 4th inst; when in lat. 37° 51′, lon. 59° 45′, she experienced a heavy gale from S. E., with a tremendous sea running; at 2 A. M. the wind suddenly shifted to W. S. W., and at 5 A. M. it commenced to blow a perfect gale, with a tremendous sea running; shipped a great deal of water, and at 10 A. M. lost foretopsail; at 11 A. M., while lying to under close reefed maintopsails, the ship was struck by a tremendous sea on the larboard bow, starting the stem and cut-water, carrying away head-rails and headknees, and straining the upper works badly, stove bulwarks and hatch houses, and washing everything moveable about the decks. On sounding the pumps found five feet of water in the hold; kept the pumps constantly going. Jan. 5, at 2 A. M., in a heavy squall, carried away starboard maintopsail sheet, losing the sail; sounded the pumps again, and found we did not gain on the leak; the gale still continued, with a heavy sea, and the vessel shipping large quantities of water, all hands, including passengers, at the pumps. Jan. 6—This day commenced with heavy gales and squalls, with a heavy sea on, the ship lying in the same position as before mentioned, all hands at the pumps; find we cannot gain on the leak; ship lying very bad, with a great list to starboard; at midnight concluded that, the ship lying in this position, it would be impossible to repair the leak, there being so much sea on, but by keeping her off before the wind we might possibly have a chance of stopping it, and also, running to the southward, we might get into better weather. At 1 A. M. set the reefed foresail, (being all the sail we had to set,) and got the ship before the wind, heading E. S. E. The wind being W. N. W. at daylight, found there was too much sea on to do anything to stop the leak. Took six men from the pumps, and commenced throwing overboard cargo from forward to lighten her. The remainder of the crew and passengers at the pumps. The day ends with heavy gales and heavy sea. Two men gave out at pumping. Jan. 7—Commenced with heavy gales and high sea on; wind from W. to W. N. W., with heavy squalls; ship still running before the wind; all hands at the pumps, except six men throwing overboard cargo. Find we do not gain on the leak, and there being no chance of getting at it, on account of the heavy sea, discontinued throwing overboard cargo, as the men were needed at the pumps. Day ends with strong gales and heavy sea on. Ship rolling much, and shipping large quantities of water, washing everything moveable about the decks. Two men laid up from pumping. Jan. 8—Commences with strong gales and squalls, with a high sea on; ship rolling very much, with a great list to starboard; all hands still at the pumps night and day; sounded the pumps and found 6 feet water in the hold, and large quantities of corn coming up, and was obliged very often to draw the hoses to clear them; throughout the night strong gales and heavy sea on; day ends the same; all hands at the pumps; two more men gave out from pumping, leaving now thirteen men of our own crew, and five passengers at the pumps.

Jan. 9—The day commenced with heavy gales and high sea on; ship still going before the wind, rolling very much, and shipping large quantities of water; all hands still pumping, and very much fatigued; at 3:30 P. M. saw a sail to leeward; run down for her, with a signal of distress flying; at 4:30 spoke her, when she proved to be the bark *Celia*, of Halifax; I requested the Captain of the bark to lie by us, as we were in a sinking condition; the Captain most kindly and promptly replied that he would until there was an opportunity for us to leave the ship; at the time there was a heavy sea running and no chance for a boat to live; I then requested the Captain to lay the ship to the Northward, with larboard tack aboard, which he did; we could not do otherwise, being in fear that the ship would sink, the leak being on the larboard bow; this night the Bark was in company, both vessels lights were set; all hands still at the pumps; the leak gained; throughout the night heavy squalls, and high sea again. This day calls with heavy gales and squalls.

Jan. 10—These 24 hours commencing with heavy gales and squalls, and heavy sea on. Ship lying in the same position as before; at 8 P. M. more moderate with less sea; spoke the Bark again; the Captain requested us to put some provisions on board before we left, as they had not a sufficient quantity for themselves and us; at 6 P. M. still moderating; made preparations for leaving the Ship; manning boats and provisions ready; at 6 P. M. still moderating, with less sea, kept the ship away, and run down close to the bark; all hands still at the pumps. At 10 P. M. sent the first officer with the starboard life-boat with provisions to the bark. At 10½ dispatched the second officer with the second life-boat, with provisions, the first life-boat returning stove, after boarding the bark. The second life-boat returning in good condition, dispatched her the second time with provisions and luggage. At 12 midnight got out our third lifeboat. Sounded the pumps, and found 10 feet 9 inches water; the ship with a list to starboard; the second life-boat transporting passengers and crew to the bark. The third life-boat being stove, did not return to the ship, and now having only the second life-boat to depend on, and having made two more successful trips to the bark up to 9 A. M. with the remaining part of the crew, at 10 A. M. all the crew and passengers were safely on board the bark, making 37 of the ship's company, 2 cabin and 3 steerage passengers, making in all 37. At 10¼ made sail on the bark, and proceeded towards New-York, the wind westerly and blowing fresh, with a high sea on; all hands on short allowance of water and provisions. In lat. 39° 45′, lon. 69° 49′, at 12½, lost sight of the Franklin King. The *Franklin King* was 1,107 tons burden, built in Thomaston, in 1851; five-eighths of her was owned by THOMAS O'BRIEN, Esq., of Thomaston, and three-eighths by ALBERT GILMORE, of Newcastle, Me. She was rated as a 1¾ ship, and insured principally in Eastern offices.

The following is a list of the cargo on board of the ship *Franklin King*, for Liverpool, and lost at sea: 1,012 barrels resin; 8,951 bushels wheat; 19,704 bushels corn; 2,150 barrels flour; 295 boxes bacon; 515 bales of cotton; and 62 bags clover-seed.

BARK NEIGENEMAH FOUNDERED AT SEA—CREW TAKEN OFF.

Ship *Miss Thorndike*, of South Thomaston, Berrina, Sunderland, 60 days, with coal to E. W. TRUNDY. Passed the Downs Nov. 21 had heavy westerly gales up to Nov. 28. Dec. 2, tremendous sea running, and blowing a complete hurricane; wind hauled suddenly from W. to N. W.; brought the sea on the port quarter; found that we had shifted cargo. At 4 P. M. the gale increased; thought it advisable to get her before the wind, as we were in danger of losing our masts. At 9 P. M. got her before the wind, the sea making a complete breach over her, and washing everything moveable from the deck—glass 28 3.10. 12 o'clock midnight, weather more moderate; glass rising, took in weather-clew of maintopsail, and hove to under the starboard tack. Sunday, Dec. 14, lat. 36° 8′, lon. 48°, at 8 A. M., saw a bark to the windward, running down for us. At 9 A. M. spoke her; she proved to be the bark *Brightman*, of London, from St. Steven's, bound to London, with a cargo of deals, waterlogged, decks swept, bulwarks all gone, two planks off the stern, and side ports of the poop open. We lowered our boat and took the captain and ten men from her, the chief mate having been washed overboard; they had been 14 days on the wreck, and had nothing to eat or drink but raw meat and what rain water they could catch. Dec. 16, at 6 A. M., lat. 34° 24′, lon. 45° 30′, boarded the American ship *Windward*, of New-Bedford, from Boston, bound to Akyab, nine days out, and got supplied with provisions from her. Dec. 19, spoke British ship *Louisa*, of Bristol, England, 24 days from Demarara, bound to Bristol, and put on board Captain PEARMAN and 8 of the men of the bark *Brightman*. Jan. 18, lat. 36° 10′, lon. 73° ½′, it commenced to blow a complete hurricane; took weather clueline in of mainyard foretopsail; at 12 M. split maintopsail and furled it. Dec. 19, wind hauled suddenly from N. E. to S. W., blowing a complete hurricane; managed to keep her head to the sea with only foretopmast staysail set. Jan. 23, lat. 40° 5′, lon. 73°, ship a complete mass of ice; at 12 o'clock M., wore ship to the S. W., six men have feet and hands badly frost bitten, and not fit for duty. Jan. 28, lat. 38° 55′, lon. 73° 59′, was boarded by ship *Chatsworth*, of Boston, from Callao, bound to Hampton Roads, for orders, short of provisions and supplied her.

STEAMER NEW-YORK SAFE.—The Glasgow steamer *New-York* arrived at this port last evening, bringing her own account of her being ice-bound at Nantucket, and thus explains the mystery of the steamer reported ashore there, and relieves the alarmed public of another panic on her account.

Arriving on the coast after a boisterous and prolonged passage, she ran entirely out of coal when up with Sancoty Head, and the Vineyard Sound being frozen over, there was no alternative but to run the steamer into the thick ice on the ocean beach, at the east end of Nantucket, and seek a temporary supply of coal from the hospitable Quakers of that island. This was successfully accomplished, though at much peril to both ship and passengers, and at great outlay of trouble and hard work, the coal having to be hauled eight miles through the snow, and then boated off to the ship in small boat-loads. The time consumed was from 4 o'clock P. M. of the 21st, to the forenoon of the 27th inst., when she got free from the ice and sailed for New-York, arriving in good condition.

See marine column for other particulars.

☞ Captain BORLAND, together with Mr. MINNEGON, Mr. WARREN, (cabin passengers,) of the *Franklin King*, desire to tender their sincere thanks to Captain CURTIS, of the Br. bark *Celia*, from Palermo, for his humane conduct to themselves and crew, in laying by the ship and taking them off; also for his kind treatment to them while on board of his vessel.

Disasters Reported by Telegraph.

THE SCHOONER ROUGH AND READY LOST.

PROVIDENCE, Wednesday, Jan. 28.

The schooner *Rough and Ready*, PARROTT, from Eastport for New-Haven and New-York, with a cargo of plaster, went ashore on the east end of Block Island, on the 19th inst. She is a complete wreck. The crew were badly frost-bitten, but were all saved.

TOTAL LOSS OF THE BRIG AZOF.

HALIFAX, Wednesday, Jan. 28.

The brig *Azof*, from Shields for Boston, was totally wrecked off Cow Bay, near Halifax, last night. The crew were saved.

AN UNKNOWN BARK ASHORE.

WOOD'S HOLL, Wednesday, Jan. 28.

An unknown bark is badly ashore on the Hedge Fence.

LOSS OF THE SHIP CASPIAN—THE BRITISH SHIP CROWN ON A REEF.

CHARLESTON, Wednesday, Jan. 28.

By the arrival of the steamship *Isabel*, from Havana and Key West, we learn that heavy storms had occurred, and numerous wrecks are reported; among them the ship *Caspian*, TROWANT, of Bath, at Barocoa. The Captain was lost. The British ship *Crown* was on a Pacific Reef.

VESSELS IN DIFFICULTY—CREWS FROST-BITTEN, ETC.

BOSTON, Wednesday, Jan. 28.

The ship *Sarah Purrington*, from New-Orleans, has touched in the Narrows, and remains with a list to the starboard. She will get off at high water.

The brig *Chesapeake*, BAILEY, from Darien, Ga., lumber laden, is anchored in Light House Channel, with two feet of water above the deck. She was cut through by the ice off Sancoty Head.

The crew of the brig *Hancock*, from Jacksonville, arrived below,—suffered terribly from cold on the passage; one of the seamen froze to death.

The crew of the British bark *Light Brigade*, from Hayti, arrived below,—were badly frost-bitten.

The steamer *R. B. Forbes* left Provincetown this morning for the bark *Island City*, but has returned without her, it being impossible from the ice to get aboard of her. The *Forbes* hence, this evening, can learn nothing of her trip.

Accounts generally agree that it is a British side-wheel steamship, bark rigged, in the ice off Nantucket. Nothing more has yet been learned.

[The steamship is since proved to have been the *New-York*, and has arrived at this port, as will be seen from our report.]

THE ICE OFF SANCOTY HEAD.

TARPAULIN COVE, Mass., Wednesday, Jan. 28.

The steamer *Westernport*, Capt. BERRY, from New-York, left here on Monday morning for Boston, off Gay Head and Nantucket Shoals. She reached within five miles of Sancoty Head, and was then obliged to put back on account of the ice, arriving here last night. Capt. BERRY reports a ship ashore on the south side of Nantucket. The *Westernport* came into the ice at Sancoty Head, and steered south twenty-five miles, but could see no water.

A FLEET OF VESSELS IN DANGER.

HOLMES HOLE, Tuesday, Jan. 27.

Arrived bark *Edward Everett*, from Baltimore for Boston, with loss of deck load.

Also arrived brig *Berenda*, from Georgetown for Newburyport. Lost deck load in the gale of the 18th. A whole fleet of vessels at the same time were driven close to the shore.

The British brig *Rivald*, from New-York for St. John, has been driven hard aground near West Chop where she remains.

The schooner *Amanda*, from New-York for Boston, is ashore near Holmes Wharf.

Considerable damage has been done to Union Wharf and the Marine Railway Pier.

Arrived, Jan. 21, brig *Susan*, from Georgetown for Boston. Lost deck load, and was carried hard ashore on East Chop.

☞ There was a small snow-storm last evening. The thaw is not yet under arrest, however.

ARRIVAL OF THE ILLINOIS.

$1,168,510 in Treasure

Later from California and the North Pacific.

Barbarous Treatment of Americans by Russians.

Interesting from Central America, New-Granada and the South Pacific.

COSTA RICAN ACCOUNTS OF RECENT EVENTS IN NICARAGUA.

Rumors of Walker Being Forced to Capitulate.

PROGRESS OF THE REVOLUTION IN PERU.

News from Australia, Sandwich Islands, West Indies, &c.

The U. S. Mail steamship *Illinois*, C. S. BOGGS, U. S. N., commander, left Aspinwall Jan. 19, at 6 P. M., and arrived at quarantine at 8½ on the morning of the 28th, (yesterday.)

She brings the California mails of the 5th inst., (two weeks later,) 171 passengers, and $1,168,510 in treasure on freight.

Pacific Mail Steamship Company's steamer *John L. Stephens*, R. H. PEARSON, Esq., commander, left San Francisco Jan. 5, at 5 P. M., with 211 passengers and $1,610,018 in treasure on freight, and arrived at Panama on the 19th at 3 o'clock A. M. Jan. 9, at 12¾ A. M., exchanged signals with steamer *Golden Gate* for San Francisco. Jan. 17, at 6 P. M., exchanged signals with steamer *Sonora* for San Francisco.

H. B. M. mail steamer *Thames*, arrived at Aspinwall on the 19th from San Juan del Norte, reports WALKER with a reduced force of 500 men—surrounded by his enemies who had offered him terms of capitulation which would probably be accepted.

U. S. sloop of war *St. Marys* was to leave Panama on the 20th inst. for San Juan del Sur.

Jan. 25, at 1 P. M., latitude 30° 19′ North, longitude 74° 25′ West, spoke steamship *George Law*, for Aspinwall. All well.

We are indebted to the Expresses of WELLS, FARGO & Co. and G. H. WINES & Co., for papers received with dispatch.

Since the departure of the steamer of Dec. 20, California had been unusually quiet, and free from events of an exciting character.

The principal topic of interest had been, and, until settled, will continue to be, the Senatorial election. There is a great degree of solicitude and anxiety among politicians, and curiosity among all classes to know the result.

The Legislature was to assemble at the Capitol on *Monday*, 5th inst., and, it is supposed, would organize almost immediately, as there is not likely to be any contest for either the Speakership or Clerkship of the Assembly, or Secretaryship of the Senate, which would all be promptly settled in caucus by the dominant party. The first business would be the election of two United States Senators—one to succeed Mr. GWIN, and serve the six years' term from the 4th of March, 1857, and one to succeed Mr. WELLER, and serve a full term from the 4th of March next. The principal candidates were Messrs. GWIN, WELLER, LATHAM and BROderick. The result was regarded as exceedingly doubtful, the friends of each of these aspirants, as well as of some dozen more, being very sanguine; but there is literally nothing upon which any one can base a safe calculation, and it is not improbable that the selection will eventually be made from men not now mentioned in connection with the subject, and it may be that there will be no election at all.

The publication of the Presidential Message in California had not excited any comment. On the other hand, there never was greater anxiety manifested to know the line of policy to be pursued by a new administration, than was felt in relation to Mr. BUCHANAN'S.

The excitement which existed at the time of the departure of the last steamer, concerning the State debt, had died away; whatever uncertainty may have been felt at the time having yielded to the unanimous sentiment that the decision of the Supreme Court imposes no obstacle, legal or moral, to the prompt and faithful payment of every dollar. A bill has been already framed, and will be introduced at early day of the session of the Legislature, to refund the debt, and submit it to a vote of the people, in conformity with the requirements of the Constitution. The bill, it is expected, will pass by a vote almost, if not quite, unanimous; and when it comes before the people, there will be no opposition, but all men, of every shade of politics, will emulate the exertions of each other in its advocacy.

Some excitement has been created by the discovery of a system of peculation on the part of the Treasurers of some of the counties, and other officers charged with the collection of State revenue, in paying into the Treasury depreciated State warrants instead of the cash received by them from taxation. It is supposed that this fraudulent practice had been general, and that the State, as well as tax-payers, had been wronged out of a large amount. Legal proceedings have been commenced against officers in some cases.

The weather has been favorable to the mining interest, a large quantity of rain, and in some districts heavy snows, having fallen. The indications are of a prosperous season.

Municipal affairs in San Francisco were somewhat disordered, in consequence of the peremptory change from one system of policy to another, inaugurated by the new City Government. The reckless, hap-hazard way in which everything was heretofore done—the prodigal waste of the public funds, and the creation of debts for every species of service rendered the city—have been suddenly checked; and the consequence is inconveniently and embarrassingly felt in dark, muddy and dilapidated streets.

The heaviest snow-storm ever known in San Francisco, if not, in fact, the only one, occurred on Monday, the 29th ult. The snow fell probably for an hour or two, and covered the summits of the hills adjacent to the city. The Contra Costa range of mountains were covered several inches deep.

San Francisco was visited by a severe gale of wind and heavy rain on the night of the 30th. The waters of the bay were greatly agitated, but no damage of a serious character occurred to the shipping.

Treasure per Illinois.

Drexel & Co.	$250,000	Freeman & Co.	16,300
Wells, Fargo & Co.	190,300	Wm. Seligman & Co	16,000
Metropolitan Bank	150,000	Northrop, Grain & Co	15,000
Wm. Hoge & Co.	100,000	H. Meinecke & Co.	10,000
C. Morgan & Co.	83,000	Schemmer & Hess	9,100
James Patrick	68,000	S. A. Spear & Co.	8,000
Order	40,973	Wm. Heller & Co.	7,000
Am. Exchange Bank	40,000	Maury, Stanw'd & Co	6,703
E. Kelly & Co.	32,000	J. & P. Rayner Co.	5,000
N. Hedden	28,200	Hirsch & Dreyfus	5,000
Conroy & O'Connor	20,000	Jones Heller	4,000
Duncan, Sherman & Co	17,000	C. L. Dimon	3,000
Rom. Falconer & Co.	16,000	Mechanics' Bank	2,000
J. Strauss, Bro. & Co	15,000	Howes & Crowell	2,000
R. Meader & O. Adm's	12,000	Swisher & Bro.	2,000
G. H. Wines & Co.	12,000	W. Stebbins	1,000
W. T. Coleman & Co	12,000	Weller & Bro.	1,000
Schelle & Bros.	12,000		
Total			$1,168,510

News from Oregon.

THE QUESTION OF A STATE GOVERNMENT—SNOW-STORMS—THE INDIANS—THE MINES.

Our dates from Portland, O. T., are to Dec. 20.

The Legislature was in session, and the bill to

Our files reach to Dec. 12.

The Legislature met at Olympia on the 1st Dec. On Tuesday, the House was permanently organized by the election of J. S. SMITH, of Island, Speaker; R. L. DOTEN, of Thurston, Chief Clerk; W. H. CARLTON, Assistant Clerk, and R. W. AUSTIN, Doorkeeper.

The Council was organized by the election of W. H. WALLACE, as President; ELWOOD EVANS, Secretary; FRANK RALCH, Assistant Secretary; D. D. HUNTINGTON, Sergeant-at-Arms, and JOHN SCOTT, Doorkeeper.

A resolution was passed unanimously requesting the delegate in Congress to forward the Secretary of the Territory, for distribution, one hundred copies of F. W. LANDER'S report of a reconnoissance of a railroad route from Puget Sound, by way of South Pass, to the Mississippi River, and other reports on the railroad surveys to the Pacific.

A band of some 60 Northern Siciatuse Indians had made their appearance on the Indian Reserve, opposite Steilacoom, and plundered the potato fields of the natives to the amount of fifty to seventy-five bushels, robbing many of the Indian ranches of all the valuables they possessed. Considerable alarm and consternation ensued amongst the reserve Indians, and a few days thereafter a northern canoe, containing three or four British Russia red-skins, again endeavored to land on the Reserve, when they were attacked by the Steilacoms, and two men and a child were killed by them. Fears were entertained, by some of the Indians on the Sound, that their northern brethren will return in force and make a set attack upon the different reservations.

California Marriages and Deaths.

MARRIED.

In San Francisco, at Grace Church, Dec. 11, by Right Rev. Bishop Kip, D. D., Charles E. Brock to Mary Helen, daughter of Benjamin F. Bonsham, of Newburg, N.-Y.

In Grass Valley, Dec. 10, Mr. Benjamin Taylor to Miss Esther Huling.

In Nevada, Dec. 14, Dr. J. F. Rudolph to Mrs. Julia A. Swift.

In San Jose, Dec. 7, Mr. William Toomey, of Montezuma, Tuolumne County, to Miss A. Malvina Wayland.

In Santa Clara, Dec. 16, by Hon. R. E. Stockton, Lester R. Healy, Esq., County Surveyor, to Mrs. Sarah A. Cooper, all of Santa Clara.

In San Francisco, Dec. 23, by Rev. Dr. Anderson, A. Forbes, Esq., to Mrs. M. A. McKenzie.

In Sonora, Dec. 16, Mr. Abner Pitts to Miss Annie Prevost, all of Sonora.

In San Francisco, Dec. 23, by Rev. Dr. Scott, Mr. James H. Blair to Miss Agnes Campbell.

In San Francisco, on Christmas Eve, in the Washington-street Baptist church, by Rev. R. Brierly, Mr. Charles P. Smith to Miss Ruth Clegg, all of San Francisco.

In Sacramento, Dec. 24, Mr. M. L. Moody to Margaret H. Hawkins.

In San Francisco, on Friday evening, Dec. 26, by Rev. Mr. Laney, Mr. G. W. Brady to Miss Elizabeth Bryant.

At Washington Territory, Nov. 30, by Rev. J. F. Devore, Mr. Joseph Gibson to Miss Narcissa Jane Heaswell.

In Portland, Dec. 7, by C. O. Boynton, Esq., at the residence of J. S. Vinson, Esq., Mr. Chilion F. Mosher, formerly of Desmoines Co., Iowa, to Miss Jane Reed, daughter of Dr. L. Reed, all of Clackamas Co., Oregon.

In Sonora, Dec. 4, by Justice W. H. Furst, Mr. Wm. J. Wood to Miss Eliza Jane Smith, all of that city.

In Sonora, by Justice R. F. Sullivan, Dec. 16, Mr. L. R. Blake to Mary S. Hood, all of Sonora.

At Mokelumne Hill, Dec. 5, by Justice O. H. Tibbits, Mr. Bradley V. Sargent to Miss Julia Hyman, all of the above place.

In San Francisco, Dec. 27, by Joseph W. Fuller, Justice of the Peace, T. Dietrich Wiesel to Margaret Wambesser, both of the city of San Francisco.

In San Francisco, Dec. 31, by Rev. Hosea Ely, Mr. Orrick Johnson to Marie Alice Miller, all of that city.

In San Francisco, Dec. 31, by Rev. E. R. Lacy, Mr. Edward Coleman to Miss Almira Burnett, both of San Francisco.

In San Francisco, Dec. 31, by Rev. E. R. Lacy, Mr. John A. Dee, of Stanislaus, to Miss Harriet N. Hale, of Vermont.

In San Francisco, Jan. 1, by Rev. R. F. Cutter, Mr. Roswell C. Welch to Miss Harriet A. Bartlett, of Boston, Mass.

In San Francisco, Dec. 31, by Rev. Dr. Anderson, W. D. Skidmore, of Sacramento, to Miss Frances Cornelia Poole, of Vermont.

In San Francisco, Jan. 1, by Rev. Dr. Anderson, Thomas Harrigan to Miss Margaret Mulligan, both of Sacramento.

DIED.

In Marysville, Dec. 17, Joseph K. Read, of the firm of Robert Read & Brother, aged 34 years 8 months and 17 days.

In San Francisco, of consum

The Latest by the Arabia.

Further Particulars of the Capture of Walker.

Walker Still Alive and Well.

Commodore Hiram Paulding Commands the Expedition.

Walker Surrendered to Him Unconditionally.

Walker Will Be Brought to New-York.

Walker's Followers Disarmed and Sent Home.

Walker Not Shot, Nor Will He Be.

Walker Not Wounded.

Walker Not Ill.

Walker Not Starved.

Walker Not Executed.

Walker Not Dead.

Walker Not Buried.

Walker Not Canonized.

Walker Not Apotheosized.

Walker Not Immortalized.

Walker Not Forgotten.

Walker Not Remembered.

Walker Not Thought Of.

Walker Not Mentioned.

Walker Not Alluded To.

Walker Not Referred To.

Walker Not Spoken Of.

Walker Not Written About.

Walker Not Printed.

Walker Not Published.

Walker Not Read.

Walker Not Heard.

Walker Not Seen.

Walker Not Known.

Walker Not Unknown.

Walker Not Anything.

Walker Not Nothing.

Walker Not Something.

Walker Not Everything.

Walker Not Anybody.

Walker Not Nobody.

Walker Not Somebody.

Walker Not Everybody.

Walker Not Himself.

Walker Not Herself.

Walker Not Itself.

Walker Not Themselves.

Walker Not Ourselves.

Walker Not Yourself.

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Walker Not Himself, Herself, Itself, Themselves, Ourselves, Yourself, Myself.

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**Walker Not Himself, Herself, Itself, Themselves, Ourselves, Yourself, Myself, Nor Anybody Else, Nor Anything Else, Nor Nothing, Nor Something, Nor Everything, Nor Anybody, Nor Nobody, Nor Somebody, Nor Everybody, Nor Anything

JOSE CANEVARO.
MANUEL DE LA CUADRA.
G. BOGARDUS.
JUAN DE UGARTE.
J. V. OYAGUE Y HERMANO.
ZARACONDEGUI Y CA.

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THE SHADOWED HOME.
A LADY FROM LIFE IN A GREAT CITY.
Now ready, and for sale by all Booksellers.
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DRY GOODS.

ENGLISH LONG CLOTH MUSLIN
AT THE GREAT BROADWAY SALE
OF
1,000 PIECES ENGLISH LONG CLOTHS,
NO. 257 BROADWAY,
CORNER LEONARD STREET.

CHEAPEST SILKS IN THE CITY
AT THE
GREAT BROADWAY SALE
OF
300,000 WORTH OF DRESS SILKS
ARE NOW OFFERED FOR
SALE AT A REDUCTION OF
FORTY PER CENT
AT
NO. 257 BROADWAY,
CORNER LEONARD STREET.

ENGLISH AND GERMAN BOMBAZET,
In all sizes and all pieces, will be offered this week at an
EXTRAORDINARY SACRIFICE
AT THE GREAT BROADWAY SALE,
No. 257 BROADWAY,
CORNER LEONARD ST.

IRISH LINENS CHEAP.
AT THE GREAT BROADWAY SALE
1,000 PIECES IRISH LINENS
AT NO. 257 BROADWAY,
CORNER LEONARD ST.

ENGLISH LONG CLOTHS,
BRILLIANTS, &c., &c.
AT THE GREAT BROADWAY SALE,
No. 257 BROADWAY,
CORNER LEONARD ST.

ENGLISH LONG CLOTHS.
BRILLIANTS, &c., &c.
AT THE GREAT BROADWAY SALE,
No. 257 BROADWAY,
CORNER LEONARD ST.

DRY GOODS.

LADIES' DRESS GOODS,
REDUCED 40 PER CENT.
DE LAINES,
LAWNS,
SATTINS,
BAREGES,
&c. &c.
THE WHOLE STOCK MUST BE CLEARED OUT
AT ONCE
NO. 257 BROADWAY,
CORNER LEONARD ST.

GREAT BROADWAY SALE
OF
FRENCH MERINOES
THE ENTIRE STOCK OF
GREAT BROADWAY SALE
AT THE
GREAT SALE
NO. 257 BROADWAY,
CORNER LEONARD ST.
NOW SELLING AT A GREAT REDUCTION FROM
FORMER COST.

DRESS GOODS.
DE LAINES,
CHALLIES,
MUSLINS,
LAWNS,
BAREGES,
ORGANDIES,
ECARES,
And every description of
SUMMER DRESS GOODS,
Which are now opening at a
25c per lb cheaper than ever before.
GREAT SALE
No. 257 Broadway,
Near 4th-st.

DRY GOODS.

INDIA-RUBBER GLOVES AND MITTENS
FOR
FLOWERS INDIA-RUBBER
AND
COIFFURES AND
BRIDAL APPOINTMENTS
OF
Adhesive Material,
At Pavilion de Flore,
No. 201 Broadway.

SPRING MANTILLAS
AT WHOLESALE
IN THE LARGEST STOCK IN THE CITY.
GEORGE DULFER,
No. 361 Broadway.

LOST AND FOUND.

LOST OR STOLEN—ON SATURDAY LAST, A
pocket-book containing about $50 in bills, and a check drawn by
Messrs. Phelps, Dodge & Co. The finder will be liberally rewarded
by leaving the same at the office of the Company, No. 32 Cliff-st.

$50 REWARD—STOLEN FROM THE ASTOR
House, about 10 days since, a large black and white Newfoundland
DOG, answering to the name of "Carlo." The above reward will be paid
on the return of the dog to the Astor House.

LOST—A SMALL GOLD WATCH, WITH
Chain and Seal attached, between the Astor House and Fulton-st.
Ferry. The finder will be liberally rewarded by leaving the same at
the Astor House.

LOST—ON SATURDAY, A GOLD WATCH,
with

LAW INTELLIGENCE.

COURT CALENDAR—THURSDAY, Jan. 29.

Supreme Court—Circuit—Part 1.—Nos. 147, 37, 247, 249, 249, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295. Part 2.—Nos. 710, 722, 1052, 1054, 1056, 1058, 1060, 1062, 1064, 1066, 1068, 1070, 1072, 1074, 1076, 1078, 1080, 1082, 1084, 1086, 1088, 1090 and from 1073 to 1099 inclusive.

Superior Court.—Nos. 539, 538, 710, 702, 704, 707, 709, 705, 710, 709, 145, 709, 710, 538, 696, 641, 643, 630, 465, 461, 181, 330, 32, 371, 443, 698, 216, 26, 32, 317, 309, 302, 715.

UNITED STATES CIRCUIT COURT—Jan. 28.

Before Judge Roosevelt.

Judge Ingersoll has been occupied, to-day, with hearing a motion for an injunction in the case of *Henry A. Burr* vs. *Alva S. Taylor*, a case pending before the Circuit Court, Connecticut, involving the merits of patents for making hat-bodies.

UNITED STATES DISTRICT COURT—Jan. 27.

Before Judge Betts.

DECISION IN ADMIRALTY.

Hanford Horton vs. *The Proceeds of the Steamer Alida.*—BETTS, J.—The libelant was hired as engineer upon the steamboat *Alida*, in navigating the Hudson River, on a salary of $1,000 for the season of navigation, but payable in equal monthly payments throughout the year. The actual period of service did not, according to the usages in the employment of engineers and pilots, usually exceed ten months, and the contracts were considered fulfilled by that class of employees with their boats from the 1st of March to the 1st of January. The term of hiring in this case commenced the 1st of January, 1855, and ended the 1st of January, 1856. The libelant has recovered by default of the claimant, and been paid the monthly installments up to Nov. 1, 1855, and now seeks by petition to obtain the additional two months' pay to Jan. 1, 1856, out of the proceeds of the vessel in Court.

The steamer was arrested, on various liens, the 21st of September, 1856, and was condemned to be sold for their satisfaction, and her proceeds were brought into Court for distribution. The libelant's demand for wages, as a priority lien, was deemed to be satisfied on the 1st November. He now claims that the privilege continues on the remnants not distributed, and that he is entitled to have his demand attached to the fund, in the character of wages, and thus take precedence of all other outstanding liens.

I think his claim cannot be sustained in this aspect. The business of the vessel was then broken up in September, and the libelant then ceased performing services on board her, or being connected with her.

The lien of wages having the first rank of privilege against a vessel acquired that precedence from the nature of the services, they being vital to her usefulness and value. The services are more than the means of employing her or rendering her profitable—they are indispensable to her preservation in her employment and her restoration to her owners. For that reason the law places them in the first rank of encumbrances, tacit or positive, to which the vessel may be made subject. They even override forfeitures to the Government. (The St. Jago de Cuba, 9 Wheat. 409; The Fiorenzo, 1 Blatch. and How. 65,) unless the services were rendered in known violation of public law (3 Kent, 180).

As this privilege springs out of the mariner's services, it is properly limited to their rendition in fact, or by equitable implication.

There may be an exception to actual service arising out of extraneous facts which, upheld, a seaman's lien for wages after his actual service on board has terminated—as, if he is wrongfully prevented continuing with his discharging employment, or, when willing to perform his duty, is disabled from doing so by sickness or injuries incurred in the business of the vessel. When, however, the voyage for which the seaman contracted is wholly broken up, and the vessel ceases to be employed or owned by those with whom the mariner contracted, the means for retaining the pledge of the ship for the security of wages no longer exists. Wages are in compensation of seaman's service, and nothing else. (Abbott Pract. ed. 788.)

The right to wages lasts in the service, and not in the contract. (2 Hagg. A. R. 108.) If the seaman fails to enter upon the service of the vessel, no wages become due by force of the contract. (3 Gall. 84.)

The relationship between the mariner and the vessel is then no way more to his favor than if the master or owner had refused to receive him on board on the first attempt, or had renounced the voyage before the time of sailing. Hence, the rule is simple: any personal or violent act of the owner's contract with him, and not on the footing of services performed. The contract is maritime in its nature, and a lien upon the ship, and the damages for its breach can be collected by action in rem against the vessel, but the element of wages earned does not exist in the demand to give it preeminence over other liens arising out of contract. The vessel has been seized, condemned and sold, by due process of law, and the business or voyages in which the libelant was engaged to her all ceased, and the obligors in the contract have no further authority or right over her. The contract of hiring is accordingly terminated or broken by their fault, and the libelant has no other method of redress or recompense for the violation of the agreement than by suit for damages, which carries with it no remedies not appertaining to all actions of a maritime character.

The rate of wages agreed to be paid may properly be taken as the measure of damages in such case, yet the damage is not necessarily limited to that sum. The Court may pronounce for the amount which shall indemnify the mariner for the loss wrongfully inflicted upon him by a breach of the contract with him.

In this instance the sum stipulated to be paid will be ample satisfaction for the non-fulfillment of the shipping agreement, and I shall accordingly pronounce for the libelant, that he recover two months' wages, ($166 66,) with interest from Jan. 1, 1856, to the entry of this decree, and costs to be taxed.

For libelant, Walter L. Livingston; for claimant R. W. Bonney and J. Sherwood.

Before Judge Betts.

DUTY ON CLOTH—FRAUDULENT UNDERVALUATION.

The United States vs. *Eight bales containing Cloth.*—This is an action brought by the Government to forfeit the goods libeled as having been fraudulently undervalued in the invoice. The goods were imported by Messrs. Lonsdale & Wesendonck, and were manufactured by Matthew Smedley, of Charnsaur, in Belgium. They were valued at about $5,000.

Judge BETTS charged the Jury that to forfeit the goods the Government must prove what was the market value in the place from which they were imported and also that the valuation in the invoice was below that market value, and so made by the importer with intent to defraud the revenue.

The Jury after a moment's absence found a verdict in favor of the claimants and against the Government. For the U. S., Mr. Joachimssen. For claimants Messrs. Fullerton and Dunning.

IN ADMIRALTY.

SUBSTITUTION OF ASSIGNEE AS LIBELANT—LACHES.

Matthias Clickener et al., vs. *The sloop Revenge.*—This was an application on the part of Wm. Fullerton to be substituted as libelant in place of the present libelants, on the ground that he was their surety originally in the action, had since obtained an assignment from them, and that they were material witnesses for him. The action was commenced in August, 1854, and there had been various delays and changes of parties and interests. The cause has been on the calendar often, and was on the docket for the present month, but not reached when the motion was made.

Held by the Court—That as to the question of laches the Court could discern no discrimination of merit or demerit, in favor of or against either party. Each exhibits activity and earnestness in pressing the suit when the advantages in the attendance of witnesses or other circumstances are in his favor, and no less diligence in procrastinating the hearing if the period does not appear the opportune one for him.

That the claimant acquired his present position in July, 1856, and that the cause is still open and pending, is only owing to his remissness or indulgence, and it affords no equity to him for cutting off the claim to relief of the assignee.

That the assignee has been guilty of laches in not making his application at the earliest day in his power in this sitting, but the claimant has not been prejudiced by it, as the cause has not been reached on the calendar.

Application, therefore, granted on the assignee giving the usual stipulation and paying costs of the term up to the day the motion was made.

For the motion, Messrs. Beebe, Dean and Donohue. In opposition, Mr. McMahon.

SUPREME COURT—SPECIAL TERM—Jan. 28.

Before Hon. Justice Clerke.

NONPAYMENT.

Spear vs. *Morse.*—Referred to a Sheriff's Jury, notice to be served on the defendant.

Colby vs. *Lawton.*—Referred, &c. Plaintiff to pay $10 costs of amending this motion, costs of reference, and costs of amending judgment; if the result of the reference should authorize amendment.

Townsend vs. *Truesdell.*—Default opened on payment of costs of circuit, and for costs of motion.

Hearn vs. *Smith.*—Order to be annulled, and sale to be on Saturday, the 30th inst.

Pack vs. *Kellogg.*—Motion granted without costs; defendant to stipulate not to bring an action for false imprisonment.

Constable vs. *Harkness.*—Motion to vacate order of arrest granted without costs.

Dundale vs. *Donegar.*—Motion for receiver granted; let it be referred, with notice to defendant.

Vinton vs. *Sinclair.*—Additional allowance of $75 is granted.

Dimond vs. *Connolly.*—Motion denied without costs.

Woods vs. *Lee.*—Judgment for plaintiff, with liberty to defendant to answer within ten days, on payment of $10 costs.

Darling vs. *Spaulding.*—Judgment for plaintiff, with liberty to defendant to answer within three days, on payment of $10 costs, and filing an affidavit of notice.

Before Hon. Justice Mitchell.

Nelson et al. vs. *Eaton.*—Demurrer overruled, with costs.

Loughery vs. *Vanquelt.*—Demurrer struck out, is irregular, and answer to be amended, &c., without costs.

Rowland vs. *Bennett.*—Decree settled.

Reed vs. *New-York Life Insurance Company.*—Suspended.

THE HUNTINGDON BEQUEST.

In the matter of the Estate of Charles B. Huntingdon, &c.—Yesterday in this case it was stated that the trustees of the estate of Huntingdon would be examined. The case was called, but as the creditors could not agree on any persons, his honor, Judge Clerke took the papers and will make the appointments.

SUPERIOR COURT—TRIAL TERM.

Before Hon. Judge Ingraham.

INSURANCE CASES.

Savage vs. *The Citizens' Exchange, Fire and Inland Navigation Company.*—The plaintiff shipped some thousands of dollars' worth of corn, to come down the Hudson River in the large *Hudson*. He insured it in the defendants' company. Coming down the river the boat, as the plaintiff alleges, struck a rock, and soon sunk. He sues the Company for the loss.

The defendants claim that the boat was unseaworthy and badly governed, and they, therefore, deny any liability, as the policy provided that if the loss occurred by reason of any want of proper officers on board the boat, or from unseaworthiness of the vessel, the policy should be deemed void. Case still on.

COMMON PLEAS—SPECIAL TERM.

Before Judge Ingraham.

QUESTION OF FRAUDULENCE.

Reuben Parsons vs. *Samuel A. Squires.*—The defendant has appealed to the General Term of this Court from the decision of a referee. The plaintiff moves to set aside the appeal because no security has been filed. By the Code as it existed previously, before 1851, such security was required, but in that year the section was amended by striking out the portion of it which required security to be given in the same manner as upon an appeal to the Court of Appeals, and substituting the words, "Such appeal does not stay proceedings unless security be given as upon an appeal to the Court of Appeals." The statement of this alteration is, I think, sufficient to show what the Legislature intended, viz., to abolish that portion of the statute which made the giving security necessary to the appeal, and only to confine it to a stay of proceedings.

No such stay is asked for here, and I see no authority to deprive the defendant of a right which the statute gives him. The Court has no discretion to exercise on this subject, and whether a hardship or not is immaterial, so long as the statute allows it. Motion denied defendants' costs to abide event.

Henry Clinebaugh vs. *Henry Peters.*—Referred to Thomas Bosee, Esq.

Albert Jacobi vs. *Henry Bran.*—Motion to dismiss complaint granted, with $10 costs.

Richard Galvers, Jr. vs. *Henry R. Poots.*—Referred to Lewis E. Reade, Esq.

NEW-YORK LIVE STOCK MARKET.

Prepared every week, expressly for the NEW-YORK DAILY, SEMI-WEEKLY, *and* WEEKLY TIMES, *by a careful and experienced Reporter,*

WEDNESDAY EVENING, Jan. 28, 1857.

The principal Market Places are the WASHINGTON DROVE YARDS, 44TH-STREET; and at the NEW-YORK YARDS, Forty-fourth-street; BROWNING'S, 6th Sixth-street; CHAMBERLIN'S, on Robinson-street; and O'BRIEN'S, on 8TH-street. Our reports refer to these regular markets. Irregular sales are sometimes made at Bergen Hill, N. J., and from the Hudson River Boats.

The great sales day at the Washington Yards is on WEDNESDAY of each week. The reports from all the yards are made up for the preceding week to the evening of that day.

RECEIPTS OF ANIMALS AT THE PRINCIPAL MARKETS, FOR THE WEEK ENDING JAN. 27.

YARDS.	BEEVES.		Milch Cows.	Veal Calves.	Sheep and Lambs.	Swine.
	Reported last week.	This week.				
Washington Drove-Yards, Forty-fourth-street	3718	3979	39	85	1326	225
Browning's, Sixth-street	.....	319	17	17	3419	.....
Chamberlin's, Robinson-street	.....	347	57	119	2960	.....
O'Brien's, 8th-street	.....	122	98	84	.....	.....
Cattle purchased at Bergen	.....	300	.....	.....	.....	.....
Total for week	3718	5077	194	305	7644	225
Last week	768	2197	159	360	5619	413

Receipts for week ending to-day	2,979
Average weekly receipts of Beeves at the four City Markets for the year 1856	3,597
Total receipts for week ending to-day	5,977

A. M. ALLERTON, proprietor, reports the animals at the Washington Drove-Yards, received as follows:

CONVEYANCE.	Beeves.	Milch Cows.	Veals.	Sheep and Lambs.	Swine.
Erie Railroad	631	.....	.....	.....	225
Hudson River Railroad	1896	.....	.....	980	.....
Hudson River Boats	.....	.....	.....	.....	.....
Harlem Railroad	540	38	85	696	.....
New-Haven Railroad	.....	.....	.....	.....	.....
On foot	618	.....	.....	.....	.....

The Cattle at Forty-fourth-street were derived from the following sources:

Ohio	627	Pennsylvania	—
New-York	264	Tennessee	—
Illinois	564	Connecticut	276
Kentucky	207	Michigan	83
Indiana	—	New-Jersey	—
Virginia	146	Wisconsin	—
Iowa	—	Canada	—

Beeves are sold by the estimated dead weight of the four quarters; the so-called "fifth quarter" (hide and tallow) is not reckoned in here as it is in Boston and some other cities. When cattle are weighed or estimated alive, the dead weight is reckoned at a certain number of pounds to the 100 lbs. of live weight, as agreed upon. The general rule in this market for medium cattle is 56 lbs. to the 100; 44 lbs. being allowed for the "fifth quarter" and offal.

The *average* prices to-day, as compared with last week, are a trifle lower.

We quote:

PRICES OF BEEF AT FORTY-FOURTH STREET.

	To-day.	Last Week.
Premium Cattle	11c. @12c.	11c. @12c.
First quality	10½c. @11c.	10½c. @11c.
Medium quality	9¾c. @10¼c.	9¾c. @10¼c.
Poor quality	9c. @ 9¼c.	9 c. @ 9¼c.
Poorest quality	8c. @ 8¾c.	8¾c. @ 9c.
General selling prices	9¾c. @10¼c.	10c. @10¾c.
Average of all sales about	9¾c. @ 10c.	10c. @10c.

At BROWNING'S, CHAMBERLIN'S and O'BRIEN'S, prices do not materially differ from those at Forty-fourth-street. BROWNING reports Beeves at 10c. average. CHAMBERLIN reports Beeves at 8c. @10¾c. O'BRIEN reports Beeves at 9c. @10c.

GENERAL REMARKS UPON THE BEEF MARKET.

As we predicted last week, so there was plenty of Beef Cattle on hand to-day—3,718 being yarded for the day against only 768 for the commencement of sales this day week. Our tables show that 3,979 were received at Forty-fourth-street and 3,977 at all the markets for seven days ending this morning.

The market has been very irregular during a week or two past. More Cattle were sold on Friday and Saturday last than on the preceding Wednesday, and sales have been made each day since and will probably continue during the week, as at least 300 Cattle were left over to-night, and droves are still due by the Harlem, Hudson River and Erie Roads. We may safely calculate that there will be no scarcity for a week or two at least.

Many of the Cattle looked poorly to-day, as they have been a long time on the way, and some might have been fed more at home without injury to themselves at least. Such animals run out slowly at only medium rates.

Excepting a few droves of good cattle and single pairs of premium beeves, the quality was inferior to former market days. About 900 sold at Albany, to go East. Many were sold either at Buffalo or Albany, the owners being tired of waiting the clearing of the roads.

Upon the whole, we quote the market but little different from last week, taking into consideration the inferior quality of the cattle. Prime cattle sold at good prices to-day, while the inferior grades went off slow, as is usually the case in a full market. Butchers laid in freely.

Owing to the large number of small lots, and the mixing of them in the yards, it was impossible to obtain the sources from which each individual lot was received, or who sold them, although by far the larger part were owned by the sellers. Instead of the usual table, we append the number and owners only of several lots:

R. H. Sherman, 30; D. M'Elwood, 43; Pierson & Rines, 69; Wm. Fitch, 59; Mead & Holcomb, 108, from Ohio; J. C. Taylor, 73; Wm. R. Mallstyre, 44; Wm. Florence, 58; Miller & Haring, 48; E. B. Seymour, 63; Beach & Smith, 68; Henry Baldwin, 67; B. Luddith, 53; Martin & Valentine, 100; J. McGonnell, sold by S. Ulery, 109 from Ohio; Thomas White 70, from Illinois; J. C. Hoag, 58, from New-York; J. Carpenter, 37, from New-York; B. Westheimer & Brother, 112, from Ohio and Kentucky; D. W. Sweet, 24; Thos. Wheeler, 29; A. Haviland, 24; C. G. Tead 38, from New-York; R. C. Swift, 30; M. S. Ackerman 20; R. Lockwood, 30; Banks & Norris, 29; H. B. Smith, 21; Several owners, sold by J. H. Williams 237; S. G. Woodruff, sold by T. Vail, 52, from New York; W. Seyle, 41; Miles Dalton, 28; E. Kelley, 15 J. Record, 18; C. Lockwood, 17; W. C. Benjamin 16; A. Wing, 17; W. Sherman, 15.

There were many other small lots, ranging from a single pair upwards.

The following selections from our notes, made during the day in the markets, will give those at a distance some idea of the general character of the transactions.

E. J. Facey, of Portage County, Ohio, furnished 16 choice steers, weighing about 1,400 lbs. gross, at Albany. Sold to-day by Gen. ALLERTON at 6¾c. ₱ head, or about 10c. ₱ lb. In common with many others, were started for last week, but very much overpressed at Albany. Mr. Facey sold one car-load at Buffalo, and thinks he would have had 6¢ per lb. better offered he disposed of the whole there at the same time.

S. J. Cornell, of New-Rochelle, N. Y., sold a fine pair of seven-year old oxen, which he had fed during the past two Winters, weighing them in the former. They were very large, weighing 4lbs but little short of 2,000 lbs., and were judged by the owner to dress 1,000 lbs. of beef. A butcher took them at $250, or near 12½c. ₱ lb., which we believe was the highest price paid for beef to-day.

PINCHARD & WEBSTER sold on their own account 20 good Ohio Steers, weighing 650 lbs. net, at about 10c. average.

M. T. Gurney sold at Bergen 75 New-York Cattle at 9c. @11c. He was to-day disposing of 47 common Cattle at 9¾c. @10¾c.

DAVID WELSON brought in 54 prime Cattle from Madison County, Ohio, fed by himself. Home weight, 1,319 lbs. each. S. ULERY sold them on Friday and Saturday of last week at 11c. @12c. Forty of them brought over $100 each.

B. WESTHEIMER & BROTHERS sold, on their own account, 170 Ohio and Kentucky Cattle of good quality at 9¾c. @10c.

J. CARPENTER, of Steuben County, N. Y., brought in 37 good Cattle, averaging 700 lbs. net. They brought about 10c. One pair weighing 2,100 lbs. The beef sold for 20c. B. WEEKS purchaser.

JAS. COLLINS, of Northeast, Dutchess County, N. Y., had two pair of large Cattle; one pair weighed at home near 5,000 lbs., very large but not extra fat. They were Durham grade, fed by himself, sold at 11¾c., to be weighed. D. CONKLIN, of Brooklyn, purchaser.

MILCH COWS WITH CALVES.

Milch Cows are sold at each of the above yards, usually with their Calves at their sides. The prices vary somewhat with the supply and demand, and very much, of course, upon the milking value. The particular fancy of the buyers is also considerable to do with the price. Not unfrequently a Cow is sold at $60@$100, or even $120. The general prices throughout the year for ordinary Cows is $50 to $60 or $65. Quite a number sell above $65, and more, perhaps, below $50. We often see apologies for Cows go at $30@$35. The weekly reports from the different yards will give the weekly fluctuations.

The demand for the past week has been limited, with about an adequate supply.

ALLERTON reports 38 Milch Cows received during week, selling at $20@$65 for common, $40@$60 for good, and $60@$70 for extras. No variation since last report.

BROWNING reports 17 Milch Cows, selling at $35@$60 for common, $40@$60 for good, and $50@$70 for extras. But few in market this week, with a fair demand, and good prices for good stock.

CHAMBERLIN reports 57 Milch Cows selling at $25@$60 for common, $40@$65 for good, and $60@$70 for extras. Supply equal to demand, with not much activity in the market.

O'BRIEN reports 92 Milch Cows, selling at $30@$40 for common, $40@$50 for good, and a few at $60@$65. Short supply with fair demand.

VEAL CALVES.

Veal Calves are sold by live weight, each animal being weighed alive at the time of sale. The principal places of sale are ALLERTON'S, BROWNING'S, CHAMBERLIN'S and O'BRIEN'S.

The supply during the past week has not been sufficient for the demand.

ALLERTON reports 85 Veal Calves, which sold for 6c. @7c. Extras 7¾c. @8c. Receipts are light and prices advancing.

BROWNING reports 17 Veal Calves, selling generally at 6c. @7¾c. Extras 8c. The short supply gives an upward tendency to prices.

CHAMBERLIN reports 110 Veal Calves, selling at 6¾c. @7½c. Scant supply, with a fair demand.

O'BRIEN reports 84 Veal Calves, selling at 6¾c. @7c. Demand exceeding supply.

SHEEP AND LAMBS.

These are chiefly sold at ALLERTON'S, BROWNING'S, and CHAMBERLIN'S, at so much ₱ head for a particular lot of Sheep or Lambs, or of the two together. They are not frequently sold by live weight, as this is readily ascertained. The actual prices at the different yards seldom vary greatly. The difference in reported prices is generally due to variation in the quality. Sheep have been arriving quite freely during the past week, both dead and alive—3,000 carcases came from Albany in one day. Prices have declined about 50c. ₱ head during the week.

ALLERTON reports receipts of 1,258 Sheep and Lambs, which brought $4@$7 ₱ head. Extra $10. Prices not so good as last week. One lot of 75 fine South Downs brought $8 13 ₱ head. They were from Dutchess County.

BROWNING reports receipts of 2,416 Sheep and Lambs, selling at $4@$6 50. Extra, $7@$8 ₱ head. Receipts from New-York and New-Jersey with the exception of one lot from Ohio. About 300 on sale to-day. Prices 75c. ₱ head less than last week owing to large receipts both of live and dead stock.

CHAMBERLIN reports receipts of 2,970 Sheep and Lambs, selling at $3 50@$7 ₱ head. Full supply with a falling off in prices of about 50c. ₱ head.

SHEEP BROKERS' SALES AT BROWNING'S, FOR WEEK ENDING JAN. 26.

JAMES MCGARITY reports sales of:

Sheep and Lambs.			Sheep and Lambs.		
280	at	$1,450 75	40	($6 25)	$975 00
57	($7 35)	420 88	56	($5 25)	293 00
39	($5 00)	295 00	53	($6 12)	324 63
77	($5 50)	423 50	9	($5 00)	45 00
179		786 25	140	($6 12)	857 50
21	($8 57)	180 06	55	($5 75)	316 25

SAMUEL MCGRAW reports sales of:

Sheep and Lambs.		Sheep and Lambs.	
35	$175 00	19	$73 00
15	60 00	32	150 00
30	135 00	120	612 00
19	105 00	55	467 00
9	39 00		

BEACH, SMITH & JUDD, Sheep Brokers at CHAMBERLIN'S, report the following sales:

No.	Amount.	Average price per lb.
177	Sheep sold for $668 75	$3 75
340	Sheep sold for 1,817 50	3 87½
64	Sheep sold for 384 00	6 00
168	Sheep sold for 861 00	5 25
188	Sheep sold for 940 00	5 00

HUME & BALDWIN report sales of about 500 Sheep and Lambs at $5@$8 per head. A few Extras at $10 50.

SWINE.

These are sold alive at so much ₱ lb., gross or live weight. Considerable numbers are sold at ALLERTON'S, Forty-fourth-street, and at various other yards, while large droves are sold direct from the cars or boats, and driven immediately to the various slaughter-houses.

Owing to the blockade upon the western roads, the arrivals have been very light, and prices have advanced and are still tending upward.

ALLERTON reports receipts of 225 Hogs, which have been sold at about 7¾c. @8c., gross or live weight. Receipts very light, and prices advancing.

VAN BRUNT & WATSONS, Pork-packers, at No. 200 Chambers-street, report prices as follows:

CORN-FED.

Live $7 50@$8 | Dressed $9 50@$10 50

Short supply, in consequence of the blockade upon the roads.

Wholesale Produce Markets.

Reported exclusively for the New-York Daily Times

WEDNESDAY EVENING, Jan. 28, 1857.

The prices given in our reports from week to week are the average wholesale prices obtained by producers, and not those at which produce is sold from the market. The variations in prices refer chiefly to the qualities of the articles.

The weather of the past week has been, for the most part, so severe that very little of anything, and especially of Vegetables, has arrived from any distance. With the mercury 10° below zero, it has not been safe even to discharge the cargoes of Potatoes received from Nova Scotia, much less to bring in anything from the country. The consequent draft upon the supply held by dealers has been such as to advance the prices. Much of the stock on hand, with the exception of Potatoes, has been frozen and greatly injured thereby. Even potatoes have not escaped, as is evident from the quantities now being thrown into the streets.

Apples may now be considered in the retail market, as they are only sold in small lots. There are none coming in at present, and the few now to be had are held at very high rates.

Butter is dull, there being neither arrivals nor shipments at the present time, although supplies are on their way to this market. Prices are nominally unchanged.

Eggs are only held by speculators, who bought months ago, with the exception of a few occasionally arriving from Philadelphia. Limed ones have nearly run out.

Game and Poultry is in good supply, received previous to the present rain in a frozen state.

Potatoes—Northern Carters, ₱ bbl.	$3 00	@$3 50
Potatoes—Jersey Carters, ₱ bbl.	4 00	@ —
Potatoes—Mercer, ₱ bbl.	3 00	@ 3 25
Potatoes—Nova Scotia Mercers, ₱ bus	90	@ 1 00
Potatoes—Junes, ₱ bbl.	2 50	@ —
Potatoes—Reds, ₱ bbl.	2 25	@ 2 50
Potatoes—Kidneys, ₱ bbl.	3 50	@ —
Potatoes—Whites, ₱ bbl.	1 75	@ 2 25
Potatoes—Yellow Pinkeyes	2 50	@ 2 75
Onions—Red, ₱ bbl.	3 50	@ 4 00
Onions—White, ₱ bbl.	3 00	@ 4 00
Onions—Yellow, ₱ bbl.	2 25	@ 2 50
Onions—₱ 100 strings	2 50	@ —
Garlic—₱ 100 bunches	6 50	@ —
Celery—₱ doz.	1 00	@ 1 25
Turnips—Ruta Bags, ₱ bbl.	1 75	@ 2 25
Carrots—Washed ₱ bbl.	1 50	@ —
Beets—₱ bbl.	2 00	@ —
Parsnips—₱ bbl.	1 75	@ 2 00
Cranberries—₱ bbl.	11 00	@13 00
Cabbages—₱ 100	4 00	@ 7 00
Apples—Newtown Pippins, ₱ bbl.	3 50	@ —
Apples—Russets, ₱ bbl.	2 00	@ 2 50
Apples—Greenings, ₱ bbl.	4 00	@ 5 00
Apples—Spitzenbergs, ₱ bbl.	5 00	@ 6 00
Apples—Seconds, ₱ bbl.	3 50	@ 4 00
Apples—Common, ₱ bbl.	2 50	@ 3 00
Hickory Nuts—₱ bushel	3 00	@ —
Brazil Nuts—Soft-shell, ₱ lb.	9¾c.	@ 10½c.
Brazil Nuts—Shelled	6	@ 7
Dried Apples—Sliced, ₱ lb.	4	@ 5
Dried Apples—Quartered, ₱ lb.	3½	@ 4
Dried Peaches—₱ lb.	11	@ 12
Sweet Corn—Dried on Cob, ₱ bushel	4 00	@ —
Sweet Corn—Dried Shelled, ₱ bushel	1	@ —
Sweet Corn—Green on Cob, ₱ doz.	50	@ —
Beans—Orange County, Solitaire, ₱ bu.	2 00	@ 2 25
Beans—White, ₱ bu.	1 50	@ 1 75
Beans—Mixed, ₱ bu.	1 25	@ 1 50
Lard—in kegs	12	@ 12
Lard—in bbls	12	@ 12
Lard—Western	12½	@ 12½
Cheese—Factory, ₱ lb.	10	@ 11
Cheese—Dairy, ₱ lb.	10	@ —
Cheese—Skims, ₱ lb.	5	@ —
Ducks—₱ lb.	9	@ 12
Ducks—Common, ₱ lb.	14	@ 16
Ducks—Domestic, ₱ lb.	14	@ 16
Ducks—Canvas-Backs, ₱ pair	1 00	@ 1 25
Ducks—Red-Heads, ₱ pair	1 00	@ 1 25
Ducks—Widgeon	87	@ 88
Ducks—Black, ₱ pair	87	@ 88
Turkeys—₱ lb.	13	@ 14
Turkeys—Western, ₱ lb.	9	@ 12
Geese—₱ lb.	8	@ 10
Pigeons—Tame Squabs, ₱ doz.	1 00	@ 1 12
Partridges—₱ pair	88	@ 75
Prairie Hens—₱ pair	88	@ 75
Quail—₱ dozen	1 75	@ 2 00
Rabbits—₱ pair	13	@ —
Hares—₱ pair	44	@ 50
Venison—Carcass, ₱ lb.	8¾	@ 9¾
Venison—Saddle, ₱ lb.	11	@ 13
Bear Meat—₱ lb.	12	@ 13
Roasting Pigs—Each	3 00	@ 4 00

Markets...*Carefully reported for N. Y. Daily Times.*

NEW-YORK, Wednesday, Jan. 28—3 P. M.

ASHES—Remain in limited demand at inferior prices. Pearls, $7 68½@$7 75; Pots, $7 87½@$7 50, ₱ 100 lbs. Saleratus, &c., ₱ lb.

BARILLA—Tenerife, $35@$36 ₱ ton.

BARK—Quercitron, No. 1, at Philadelphia, $36 ₱ ton.

BEESWAX—American yellow, 30c. @31c. ₱ lb.

BREAD—Navy, 5¼c. @5½c.; Pilot, 5c.; Crackers, 5½c. @6c. ₱ lb.

BOOTS AND SHOES—Are in moderate supply and fair demand at our quotations. Men's Kip and Thick Boots, $2@$2 75; Boys' Kip and Thick Boots, $1 50@$2; Youths' Kip and Thick Boots, $1 40@$1 62½; Men's Kip and Thick Brogans, 95c. @$1 25; Boys' Kip and Thick Brogans, 80c. @$1 12½; Youths' Kip and Thick Brogans, 65½c. @90c.; Women's Calf, Kip, Goat and Enameled Leather Boots, 87½c. @$1 12½; Misses' Calf, Kip, Goat and Enameled Leather Boots, 70c. @80c.; Children's Calf, Kip, Goat and Enameled Leather Boots, 50c. @62½c., ₱ pair.

BRICKS—Are moderately active and steady. North River Hard, in lots to suit buyers, $4 25@$4 50; Calabury, $7@$8 50; Philadelphia face, $18@$20; Bath, $22@$30; Welsh, fire, $27 50@$35; Stourbridge, do., $40@$45; Malt Tiles, $35@$36 ₱ M.

CANDLES—Continue in fair request at our quotations. Patent Sperm, 50c; plain do., 40c.; Stearic, 21c. @22c.; Adamantine, 24c. @26c.; and Mould Tallow, 15c. @16c. ₱ lb.

CEMENT—North River, $1 25@$1 31½ ₱ bbl.

COAL—Is in reduced supply and good request at rising prices. Liverpool Cannel, $11 25; Liverpool Orrel, $7 50@$8; Pictou, do., $5 75 ₱ chaldron; Anthracite, $5 75@$6 75 ₱ ton of 2,000 lbs.

COFFEE—Rules dull and heavy. Java, 14½c. @15c.; Laguayra, 11¼c. @12½c.; Maracaibo, 11¼c. @12½c.; Rio, 9½c. @11½c.; St. Domingo, 10½c.; and Bahia, 8¾c. @10c. ₱ lb. Stock in first hands here, yesterday: Stock of Rio, bags, 56,000; do. Java, mats, 9,500; do. Java, Gov. bags, 2,200; do. Ceylon, 2,750; do. Maracaibo, 1,076; do. Laguayra, 650; do. St. Domingo, —; do. Bahia, 3,000. Total pkgs., 78,185.

COPPER—Is quiet, yet firm. New Sheathing, 32c.; Old do., 25c. @26c.; Yellow do., 26c.; American Ingots, 29½c. @30c.; Chili Pig, nominal; Bolts, 32c.; and Brazier's 32c. ₱ lb.

CORDAGE—American made Manilla at 11¼c.; Russian Bolt Rope, 12½c. @14c. ₱ lb.

COTTON—The demand is fair, but at prices which factors are reluctant to accept, and in consequence of this disagreement business lacks vigor. NEELD, BROS. & Co. estimate the week's sales in our market at about 15,000 bales. Middling Uplands are now held at 12¼c.; do. Gulfs, 12c. @12¼c.; and other kinds, proportionate figures, ₱ lb. Large lots could not be readily disposed of at these rates. The week's receipts at all ports amount to 185,000 bales against 107,000 last year. The week's exports amount to 50,000 bales, against 95,000 bales same week last year.

	Week's Receipts.	Since Sept. 1.	Stock.
New-Orleans	69,000	696,000	404,000
Mobile	21,000	207,000	196,000
Other Ports	45,000	529,000	220,000
Total	135,000	1,725,000	331,000
1855-56	107,000	1,733,000	677,000
1854-55	70,000	1,046,000	313,000
1853-54	77,000	1,112,000	507,000
1852-53	114,000	1,708,000	696,000

	To Gr. Britain.	To France.	To other F. P.
EXPORTS SINCE SEPT. 1.			
New-Orleans	199,000	116,000	90,000
Mobile	21,000	20,000	1,000
Other ports	189,000	21,000	19,000
Total	359,000	157,100	110,500
1855-56	587,000	309,000	149,000
1854-55	325,000	121,000	70,000
1853-54	339,000	109,000	78,000
1852-53	593,000	110,000	104,000

DRY GOODS—The demand is more general, and more animated, this week, for desirable fabrics, and available supplies of such are easily sold at, in the main, satisfactory prices. The facilities for moving goods are still limited, from the effect of the severe weather, and this circumstance tends to repress activity for the time being.

FEATHERS—Prime Live Geese, 50c. @53c. ₱ lb.

FIRE CRACKERS—Canton, 40 packs, $1 75@$1 87½ ₱ box.

FISH—Dry Cod remain in very moderate supply and demand, at $2 87½@$4 25 ₱ cwt. Pickled Cod, $4@$4 50 ₱ bbl. Mackerel continues quiet, yet steady, at $19@$20 for large No. 1; $17 75@$18 25 for small do.; $16@$16 50 for large No. 2; $13 25@$14 for small do.; $7@$7 50 for large No. 3; and $5 50@$6 75 for small and medium do., ₱ bbl. Pickled Salmon, $20@$22 ₱ tc., and $22 50 ₱ bbl. Shad at $10 50 for Connecticut No. 1, and $9 50 for do. No. 2, ₱ half-bbl. Pickled Herring bring, in lots, $4 25

AUCTION SALES.

$165,000 ... AUCTION—FOR ... At Auction, at the Merchants' Exchange, ... ALBERT H. NICOLAY will sell at auction, at his regular ... at 12 o'clock M., on THURSDAY, ... Jan. 29, 1857, at 12 o'clock, at the Merchants' ... Exchange, the following valuable ... Bonds, viz:

$5,000 Pennsylvania 5 per cent. Loan, due 1877.
$5,000 Cumberland Coal and Iron Company 1st mort. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga Railroad 1st mort. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Hudson R. R. 1st M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 1st M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 2d M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 3d M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 4th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 5th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 6th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 7th M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 10th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 11th M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 34th M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 56th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 57th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 58th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 59th M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 66th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 67th M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 72d M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 73d M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 74th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 75th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 76th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 77th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 78th M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 99th M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 100th M. 6 per cent. Bonds.

WILL SELL, THIS DAY, JAN. 29, AT 11½ o'clock, at the Merchants' Exchange, for account of whom it may concern:

$5,000 Cumberland Coal and Iron Company, 1st mort. 6 per cent Bonds.
$5,000 Rensselaer and Saratoga and Hudson R. R. 1st M. 6 per cent. Bonds.
$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 1st M. 6 per cent. Bonds.
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$5,000 Rensselaer and Saratoga and Troy and Boston R. R. 200th M. 6 per cent. Bonds.

Albert H. Nicolay, Auctioneer.

EXTENSIVE SALE OF RICH AND COSTLY SECOND-HAND FURNITURE, SILVER PLATE, MAGNIFICENT CHINA, PIANO-FORTE, &c.—TO-MORROW, (Friday,) at 10½ o'clock, embracing the entire furniture of a dwelling-house No. 222 21st-st., a few doors east of 8th-av., all of which is in perfect order, having been but little used, and to be positively sold without reserve, affording to housekeepers and the trade to get superb first-class furniture at auction prices. Catalogues will be issued and can be had at the house. The furniture comprises early on the morning of sale, which will be positive, sale or china. Furniture consists of rich rosewood drawing-room furniture, in crimson reps and brocatelle; rosewood centre and sofa tables, made to order; new superb carved rosewood cheval mirrors, with marble tops; rich lace curtains and cornices; carved rosewood centre and sofa tables, with marble tops; superior cane-seat chairs; Elizabethan chairs, in embossed velvet and moquet; rosewood reclining chairs; three-quarter pier and mantel mirrors; twelve superb oil paintings, in rich gilt frames; a variety of costly marble vases and ornaments, rich carpets and rugs; splendid rosewood 7-octave piano-forte, stool and cover; three large chandeliers, &c.; large quantity of elegant rosewood bedroom furniture, bedsteads, bureaus, washstands, dressing-tables, chairs, hair mattresses, &c. Also, a large and elegant variety of dining-room furniture, comprising sideboard, dining-tables, chairs, two rosewood book-cases, étagère, chandelier, velvet stair-carpet and rods, oil-cloths, all round, with a large variety of superior mahogany furniture, comprising the entire furniture of twenty rooms. A deposit will be required of purchasers.

A. H. Ludlow, Auctioneer.

EXECUTOR'S SALE OF VALUABLE PROPERTY, ON BROADWAY, COURTLAND ALLEY, CANAL, WALKER, CENTRE, BOND, AMITY AND GREAT JONES STS., OF THE RANYER AND LUDLOW & CO. ESTATE.—A. H. LUDLOW & CO. will sell, at auction, on THURSDAY, Feb. 26, 1857, at 12 o'clock, at the Merchant's Exchange, the following valuable property of the Buyer and Jay Estates:

4 lots on Broadway, running through to Courtlandt-alley, 22x75.
1 lot on Canal-st., between Broadway and Centre-st.
1 lot on Walker-st., between Broadway and Centre-st.
2 lots on Centre-st., between White and Walker sts.
1 lot on Amity-st.

Rents and lot No. 20 Bond-st. Also, one lot on Great Jones-st., rear of above.

Two-thirds of the purchase money can remain on mortgage of the premises, for five years.

Maps and full particulars at the office of the Auctioneer, No. 34 Pine-st.

Henry H. Leeds & Co., Auctioneers.

WILL SELL, ON THURSDAY, JAN. 29, at 10½ o'clock, at the private residence in Lexington-av., 39 doors above 41st-st., (west side,)

ELEGANT ROSEWOOD FURNITURE—The property of a gentleman breaking up housekeeping.

FAIRLOOK—Elegant rosewood furniture, in green worsted, made to order by Pierce & Kingman; rosewood 6/4 octave piano, by Horace Waters; rosewood marble-top centre and pier tables, in ormolu and bronze; set of gilt framed French plate pier glasses; enameled bedroom furniture, black walnut side tables, elegant set of chamber-ware and brackets, black walnut bookcase, ladies' work table, hair and straw mattresses, blankets, feather beds, bolsters, pillows

THE NICARAGUA NEWS.

Affairs Looking, to be Invaded, and Preparing to go up the San Juan River.

Mr. Consul Fabens and three "Filibusters" Arrested.

SIXTEEN WARRANTS ISSUED.

EXCITEMENT—"UNCLE SAM" ASTIR.

It will be remembered that by the last accounts from Nicaragua, there was no communication between Greytown and the lake, the Costa Ricans having taken possession of all the steamers. In this emergency arrangements have been made for the Tennessee to attempt the passage up the river, with a sufficient force to effect a union with WALKER, wherever he may be. This, if true, perhaps accounts for the detention of the Tennessee. It is estimated that the steamer will have a force of 500 men to take up the river, which includes the 200 now on board; 300 left at Punta Arenas, and the balance from New-Orleans.

The filibusters are in trouble again. For several months they have had every thing their own way—nevertheless, at least. As many men as chose to depart for Nicaragua have had the privilege of doing so unmolested. The recognized leaders and agents of the "emigration" movement have forwarded men, provisions and munitions of war to Gen. WALKER, without any interference from the Government. This delightful farce has ended for the present, and hostilities resumed. The character and intent of this new movement will be seen by the following report of yesterday's events at the United States District-Attorney's office on board the steamer *Tennessee*, and at the Filibuster Head-quarters in Broadway:

RENEWAL OF HOSTILITIES.

On Wednesday afternoon two men, giving their names as BENJAMIN FABENS and JOSEPH BROWN, and their residence this City, presented themselves at the United States District-Attorney's Office, and stated that they had been hired and retained at the Nicaragua Agency, in this City, to go as passengers in the steamer Tennessee, on her next trip to Nicaragua, and, having arrived in Nicaragua, to enlist in the service of Gen. WALKER. They were brought before United States Commissioner STILWELL, before whom they made the following affidavits:

Southern District of New-York, ss.—Joe Brown and Robert Fuller being severally duly sworn, say each for himself that William Schmidt, Thomas Donovan, Thos. O'Rorke, John Murphy, Jacob Pfeiffer, Antonio Thetard, Jose Brignoli, Giuseppi Amodio, Hans Michael, John Williams, Peter Burke, David Thompson, John Rumo, Thos. Callahan, Patrick Calligan, Johann Fenan, (all fictitious names,) did severally, about the 26th day of January, 1857, at the City of New-York, hire or enlist themselves to go to Greytown, beyond the jurisdiction of the United States, with intent to be enlisted or entered in the service of one William Walker, in a foreign country, to wit, Nicaragua.

JOE BROWN,
ROBT. FULLER.

Sworn to before me, Jan. 27, 1857.

E. E. STILWELL, United States Commissioner.

Southern District of New-York, ss.—Robert Fuller, of No. 49 Grand-street, in said City, being duly sworn, says: That on the 26th day of January, inst., at the City of New-York, in the Southern District of New-York aforesaid, Alex. C. Lawrence and Joseph W. Fabens did hire and retain deponent to enter himself to go beyond the limits and jurisdiction of the United States, to wit: to Greytown, with intent to be enlisted or entered in the service of Wm. Walker, in foreign country, to wit: Nicaragua, as a soldier.

ROBERT FULLER.

Sworn before me, Jan. 27, 1857.

E. E. STILWELL, United States Commissioner.

Upon these affidavits warrants were directly placed in the hands of U. S. Deputy Marshals HOXTON, DARNELLS and THOMPSON. Yesterday morning Deputy Marshal THOMPSON arrested Ex-Consul FABENS as he was eating his breakfast at his hotel, the MARSHON House, in Chambers-street. The Consul, formerly of Col. KINNEY's scheme, or, as he chooses to designate himself, the "First Director of the Colonization Society for the Republic of Nicaragua," received the announcement of his arrest with great apparent coolness, and indicated his willingness to proceed with the Marshal wherever he might choose to convey him. The Marshal took him immediately before Commissioner STILWELL, who required him to give bail in the sum of $5,000 to answer the charge of violation of the neutrality laws. He refused to give bail then, and was handed over to the custody of Marshal HILLYER.

SCENES ON BOARD THE TENNESSEE.

The steamer Tennessee was announced to leave her wharf, foot of Ninth-street, East River, at 10 A. M. yesterday. There was an immense crowd at the pier two hours before the time stated for the departure of the steamer. Among the throng were many noted "shoulder hitters," "short boys," "fancy men," and other friends of "manifest destiny." They had doubtless been attracted thither in the anticipation of rich sport on account of the rumor that the United States authorities were intending to seize the vessel, and that the seizure would be resisted.

The familiar faces of Colonel GEORGE B. HALL, Captain FRANK O'KEEFE, and Captain FABENS, three of the "originally indicted fillibusters," were discernible among those on board. Next were leaders in the Nicaraguan movement, resident in the City; forward among them was ALEXANDER C. LAWRENCE, Esq., at the head of the "Nicaraguan Agency," in Broadway. Over 250 "emigrants" having free tickets from this agency, were on board. A few of these men were dressed in partial uniform, but the most were civic garb of a very seedy look. GEORGE CORWAY, the Indian "Chief" and "American" advocate, was one of the "emigrants."

The tickets in the possession of the "emigrants" read as follows:

"This certifies that ——— having complied with the regulations of the Nicaragua Colonization Society, is entitled to a passage from New-York to San Juan del Norte per steamer Tennessee for self and effects. ALEX. C. LAWRENCE, Agent."

Among the boxes put on board in the morning, were several marked "Cartridge boxes" and "U. S. Armory at Springfield." It was stated that there was nearly $5,000 worth of provisions for WALKER on board.

At 4 minutes before 10 o'clock, Deputy-Marshals MORROW, DE ANGELIS, and THOMPSON came on board and announced to Captain TIMELSPAUGH that they had warrants for the arrest of several of the passengers. The Captain told them that they were at liberty to search the vessel, and make such arrests as they chose. The character of the visitants and the object of their visit was speedily noised over the vessel and among the crowd on the wharf. Groans, hisses, and shouts were mingled in strange discord.

"Is McKEON among them?" cried out a big six footer standing on the wharf.

"No, he dar'nt come, the bloody s—n of a b——h!" responded an emigrant on board.

"I only wish he was here," resumed the first. "I'd crack his old skull."

"His skull was cracked when he was born!" responded the emigrant, amidst shouts of laughter from the crowd.

The United States officers, notwithstanding the hubbub around them, took at once a position near the gang-way and proceeded to pick out and arrest the men they were in quest of. An individual who had evidently assumed himself for the service, "spotted" those for whom warrants were held. The first person this individual pointed out was a burly-looking Irishman, who afterwards gave his name as ANDREW FINNIGAN, Marshal THOMPSON struck the person indicated on the shoulder, saying, "you are my prisoner."

Mr. FINNIGAN turned suddenly around, and looking the officer in the face, said: "Now, none of yer tricks with me, me fine fellow."

"You will find this, perhaps, rather an ugly trick before I am done with you," said the officer. "Consider yourself my prisoner."

"Maybe, and what for?" asked Mr. FINNIGAN. "I am a watchman, sure, on the Harlem Railroad, and am simply a spectathur here."

"O, yes, that's all very fine," replied Uncle Sam's officer. "Stand aside."

Finding his explanation would not go down, Mr. FINNIGAN himself went down shortly after with the Marshal to the U. S. District Attorney's office, muttering, as he went, "Sure, I was only a spectathur."

The officers arrested three others, ALEXANDER C. LAWRENCE, who has charge of the Nicaragua Agency in Broadway, HENRY BOULTON, Clerk in the Colonization Office, and WM. MILNER, an "emigrant." The four prisoners, followed by a large host of friends, were taken to the United States Marshal's office. No opposition was made to the arrests. By the prisoners and all on board the utmost coolness was manifested, and the idea vehemently ridiculed that there could be any intention to violate the neutrality laws.

The steamer, owing to her "repairs not being completed," was not able to get away. It was announced that she would leave this (Thursday) morning at 10 o'clock.

AT THE DISTRICT-ATTORNEY'S OFFICE.

It was an unusually busy day at the U. S. District-Attorney's office. COL. FABENS, the first party arrested, was called upon by numerous friends in the interim between his own arrest and the arrival of the four succeeding prisoners. The Colonel continues to insist on not giving bail, and no entreaty of his friends will induce him to change his determination.

Judge ALEX. C. MORTON appeared as counsel for Mr. LAWRENCE. Commissioner STILWELL, before whom the latter was brought, required bail in the sum of $5,000. Mr. LAWRENCE was unable to procure bail, became his surety. The examination in the case of Mr. LAWRENCE and Col. FABENS was set down for to-day at 10 A. M.

HENRY BOULTON, JAMES MILLER and ANDREW FINNIGAN were each committed to Eldridge-street Jail in default of $500, to await examination on Saturday next.

AT THE NICARAGUAN AGENCY.

The fillibusters were much annoyed by the accident to the *Tennessee*, and no little riled at the arrest of some of their number. The St. Charles Saloon was thronged during the afternoon and evening by many of the leading "friends of the cause," who, however, seemed to discredit the accuracy of the intelligence brought by the *Illinois*, believing it to be grossly distorted. Some even declared it to be manufactured for the occasion, by the agents of Commodore VANDERBILT. The idea that WALKER should have abandoned so well-fortified and tenable a place as Rivas for the vastly inferior position of San George, which is the lake port of the former, was pronounced absurd. Full confidence was expressed in the ability of the Commander-in-Chief to hold his own against all the odds likely to be brought against him. The spirits of the party gained increased buoyancy from generous libations at the bar, and the lively workings of champagne and whisky-skins effectually supplied the absence of more favorable news.

Col. G. B. HALL was present, in a genial frame of mind, showing that he had not been arrested, as erroneously stated in one of the afternoon papers. ALEXANDER C. LAWRENCE, who had procured bail after his arrest, was also on hand, preferring to enjoy the converse of his friends at home to passing a dreary night within the walls of Eldridge-street prison. On the whole, the *Tennessee* will probably depart to-day, if nothing happens, and District-Attorney MCKEON partakes of refreshing slumbers to-night, when the departed fillibusters are once well out to sea.

"FROM "REPAIRS."

The news created excitement, which was whispered in certain circles yesterday, that the *Tennessee* was arming for active service on the San Juan River; that her "repairing" meant preparing for the duty of forcing the Costa Rican blockade, and carrying her "emigrants" not to San Juan simply, but up the river as far as practicable.

A COSTA RICAN OFFICER'S STATEMENT.

A gentleman who holds a prominent position in the Costa Rican army, who has done that State some service, and who arrived in the *Illinois*, favored us with a few interesting items.

He says the Costa Ricans are in great spirits and are willing to make any sacrifice personally to assist in the extermination of WALKER. They have poured in any amount of money.

Mr. HARRIS, son-in-law of Mr. MORGAN, was on the boat which was captured by the Costa Ricans, along with the California passengers, numbering 300—they were all well treated, and sent down under SPENCER to Greytown.

Mr. HARRIS has solicited the aid of a United States frigate to interfere in getting the boats. He made a similar application to the Commodore of the squadron on the Pacific, and met with a like result. The loss of the Nicaragua Company is estimated at $50,000.

The Government of Costa Rica, he says, gave the above gentleman $10,000 to distribute among the American seamen, engineers, &c., who remained on the boats after being taken.

The men going in the *Tennessee* have great faith in Col. LOCKRIDGE and LUDLAM. But they are in a miserable condition, our informant says, half starving at Punta Arenas. Should they attempt to meet the Costa Ricans, they will meet with certain death, as all the forts are well manned with additional artillery and men, under the command of experienced European officers.

The passengers going by the *Tennessee* who are bound for California, will meet with disappointment, he is sure, not being able to take the late route.

The allied armies in Nicaragua are computed to number 8,000, independent of the forces on the River, which number 1,100 on the three forts, Serapaqui, Castillo and San Carlos.

The boats were seized on the San Carlos River, which river enters the San Juan about half way between Hipps Point and Castillo Rapids.

POLICE INTELLIGENCE.

CRUEL DEATH OF A SAILOR FROM VIOLENCE.

Coroner CONNERY was summoned, yesterday, to hold an inquest in the cellar of house No. 70 Oliver-street, upon the body a seafaring man named Robert Preston Abbee, who died at that place at a late hour the previous night, from alleged violence at the hands of one Daniel O'Brien.

The cellar alluded to is kept by a man named John Rowen, as a sort of boarding-house, and has of course a bar. From the evidence taken before the Coroner, it appears that about 9 o'clock, Tuesday evening, the man O'Brien entered the place somewhat intoxicated, and drank several glasses of liquor, for which he tendered in payment a $3 bill. Martha Byers, the barmaid, returned him the change, which O'Brien declared to be incorrect. The girl persisted that she was right, whereupon O'Brien threatened to strike her. Abbee, the deceased, who was present and intoxicated, hereupon interfered to prevent the girl from being assaulted. He was thus at once brought in collision with O'Brien, and a desperate fight on the "bite and gouge" principle took place. They were finally separated, but soon again resumed the encounter. Abbee was thrown upon the floor by O'Brien, who held him down and beat him in the most brutal manner for some time. When he had satiated himself he arose, and left his victim bleeding and helpless on the floor. Abbee was found terribly beaten about the head and face, and evidence of great violence were found at the lower part of the abdomen. He was placed in bed and died in a few hours afterwards in great pain.

When these facts became known, O'Brien was sought for by the police, but was not to be found, he having fled the City.

The Coroner had not concluded his examination last evening.

The deceased was a native of Massachusetts, and about 38 years of age.

Fires.

IN WOOSTER-STREET.

At 6 o'clock yesterday afternoon a fire occurred in the building No. 165 Wooster-street, occupied as a fancy dry goods store and dwelling by C. H. MOORE. It originated in the second floor, from some cause as yet unknown. Mr. MOORE's loss is estimated at $2,500. He is insured for $2,700 on stock, and $300 on furniture in the Park Insurance Company. The building, owned by B. KNAPP, sustained a damage of about $300—it is insured.

IN GREENWICH-AVENUE.

About 6¼ o'clock yesterday, an alarm for the Fourth District was caused by a window curtain taking fire from a gas-light on the second floor of the dwelling of JAMES MCGAT, No. 94 Greenwich-avenue. Damage about $25. Mr. MCGAT's furniture is insured for $2500 in the St. Nicholas Insurance Company.

[Advertisement.]

☞ A retired Physician, whose sands of life have nearly run out, discovered, while living in the East Indies, a certain cure for consumption, bronchitis, coughs, colds and general debility. The remedy was discovered by him when his only child—a daughter—was given up to die. Wishing to do as much good as possible, he will send to such of his afflicted fellowbeings as request it, this recipe, with full and explicit directions for making it up and successfully using it. He requires each applicant to inclose him one shilling—three cents to be returned as postage on the recipe, and the remainder to be applied to the prayment of this advertisement. Address Dr. H. JAMES, Jersey City, N. J.

[Advertisement.]

☞ White Teeth, Perfumed Breath and beautiful complexion, can be acquired by using the Balm of a Thousand Flowers. What lady or gentleman would remain under the curse of a disagreeable breath, when using the Balm of a Thousand Flowers as a dentrifice would not only render it sweet, but leave the teeth as white as alabaster? Many persons do not know their breath is bad, and the subject is so delicate that their friends will never mention it. Beware of counterfeits. Be sure each bottle is signed FETRIDGE & Co., New-York. For sale by all Druggists.

[Advertisement.]

KEMP's WORM PASTILLES.—Many diseases of children that puzzle medical men, are caused by worms, and might be prevented or cured by the timely use of these Pastilles. BRISTOL's SARSAPARILLA is curing the most desperate cases of Scrofula and Lung diseases in all sections of the country. Neither preparation contains mercury. Sold by D. T. LANMAN & Co., wholesale druggists, No. 69 Water-street, New-York, and by all druggists. Sarsaparilla $1, and Pastilles 25 cents per bottle.

[Advertisement.]

HOLLOWAY's OINTMENT.—How is it that this healing medicament has taken the place of all others in every Dispensary of note throughout the world? Because of its intrinsic worth and immense superiority over all others. Sold at the manufactories, 80 Maiden-lane, New-York, and 244 Strand, London; and by all druggists, at 25c., 62½c. and $1 per pot.

[Advertisement.]

PURDY's NATIONAL THEATRE.—To-night the great drama of "The Surgeon of Paris" will be repeated, with the excellent pantomime of "Planche," and the comedietta of "The Mountain Sylph," which will form an excellent entertainment.

[Advertisement.]

BEWARE OF COUNTERFEITS.—It is a sad thing that mankind be so wicked—even heathen; but there is no question as to the terrible fact—a new counterfeit of well established and beneficial medicine, BRANDRETH's PILLS, is out. Thousands of poor families, for twenty years and more, have relied upon the genuine Pills whenever they have been sick, and while the more prejudiced and stickers by bleeding and calomel have died, they have secured cheaply a large share of vigorous health. To save these sensible and enlightened patrons of the true pill from deception, I beg they will attentively peruse the following warning:

Beware of Counterfeit Pills purporting to be BRANDRETH's genuine Pills. There is out a very close imitation of these celebrated Pills—so much alike are they to the genuine, that it is only an expert that can at once distinguish the difference. The half-gross package label is an exact *fac simile* of that on the genuine package, except that the paper on which the counterfeit is printed is tinged with blue, the genuine being white. The box of Pills are like to the genuine as a pin is to pin; but the public can guard themselves from deception by observing that no genuine pills have "241 Broadway" on the side, which all of the counterfeit pills have—all such are counterfeits. I have already stopped the sale to some extent, and have seized a large quantity of counterfeit pills, which can be seen at No. 43 Canal-street, Brandreth Building, Nos. 417 and 415 Broadway. Let those who wish to secure the genuine BRANDRETH's PILLS purchase at the principal office, as above; at No. 206 Bowery, No. 241 Hudson-street and No. 80 Division-street; at No. 170 Fulton-street, Brooklyn, and No. 134 South Sixth-street, Williamsburg. T. W. DYOTT & SONS, agents, No. 122 North Second-street, Philadelphia.

B. BRANDRETH.

N. B.—All persons who sell the counterfeit Pills will be pursued to the utmost extent of the law. Remember no genuine have "241 Broadway" on the side label.

[Advertisement.]

IMPORTANT SALE OF WET GOODS—At COLBY's, corner Grand and Eldridge streets.

This sale includes some very superior dress Silks, Damasks, Towelings, Cotton Shirtings and Sheetings, Blankets, Quilts, &c. This great sale should be attended by all.

[Advertisement.]

HERRING's PATENT CHAMPION FIRE-PROOF SAFES.—Nos. 135, 137 and 139 Water-street, and No. 5 Murray-street, New-York.

LONG ISLAND.

Lectures at the New-England Church.

Notwithstanding the storm last evening, a fair audience was collected into the South Ninth-street New-England Church, Williamsburg, (of which Rev. Mr. TOMPKINS is pastor,) to attend upon the last lecture of a course some time in progress there. It was delivered by Dr. FRANK TUCHELL, his subject "*A Lost Sense.*" This course has been under the direction of a Committee, of which S. L. PARSONS, Esq., was Chairman.

CIRCUIT COURT, BROOKLYN.—The famous Henry Clay case will be taken up in this Court to-day. This will be the third trial, and it is to be hoped that it will stay tried this time.

☞ Judge CULVER will give his decision in the case of Alderman OLIVER, Ninth Ward, Brooklyn, to-day.

☞ The test Police case will come up before Judge BREDEYN, Supreme Court, Brooklyn, Saturday.

MARRIED.

HOYT—BOGERT.—In this City, on Tuesday, Jan. 27, by Rev. G. T. Bedell, MARIE ANTOINETTE, only daughter of Dr. C. R. Bogert, to LOUIS THURSTON HOYT, all of this City.

COE—JAQUES.—In this City, on Wednesday, Jan. 28, by Rev. Dr. Campbell, MOSES B. COE, Esq., of Newark, N. J., to Miss MARY E. JAQUES, daughter of David Jaques, Esq., of this City.

BURR—MORRIS.—In this City, on Tuesday, Jan. 27, at St. Bartholomew's Church, by Rev. Mr. Jackson, Mr. R. MCCOSKRY BURR to Miss FANNIE MORRIS, daughter of Francis Morris, Esq., of Throg's Neck, Westchester Co., N. Y.

SHAW—KING.—In this City, on Tuesday, Jan. 27, by Rev. S. D. Burchard, D. D., SAMUEL SHAW to SARAH A., eldest daughter of Rufus S. King, all of this City.

PERT—HUBBELL.—In this City, on Tuesday, Jan. 27, by Rev. Richard S. Storrs, D. D., DUDLEY PERT, M. D., to Miss CAROLINE WHEELER HUBBELL, both of this City.

SKIDMORE—SEAMAN.—At Manhasset, on Wednesday, Jan. 28, by Rev. Samuel Cox, WILLIAM A. SKIDMORE, of Brooklyn, to Miss EMELINA R., daughter of Leonard A. Seaman, Esq., of the former place.

LIVINGSTON—EATON.—At Fort Miller, Cal., on Wednesday, Dec. 3, by Rev. Mr. Hager, Lieut. LA RHETT L. LIVINGSTON, U. S. A., to MARY, daughter of Dr. Joseph Eaton, U. S. A.

DIED.

VAN BEUREN.—In this City, on Tuesday, Jan. 27, after a short illness, JULIA A. VANDERPOOL, wife of Edward Van Beuren.

The relatives and friends of the family are respectfully invited to attend the funeral, on Thursday, at 11 o'clock A. M., from her late residence, No. 749 Washington-st. Her remains will be taken to Hackensack, N. J., for interment.

HOUGHTON.—In this City, on Tuesday, Jan. 27, Mrs. FANNY HOUGHTON.

Due notice of the funeral will hereafter be given.

QUYE.—In Brooklyn, on Tuesday, Jan. 20, after a lingering illness, MARY, widow of the late John Quye, a native of Wiltshire, Eng., in the 65th year of her age.

Her remains were interred in Greenwood Cemetery.

FARNHAM.—At East Haven, Conn., on Thursday, Jan. 15, DR. ISRAEL FARNHAM, aged 58 years and 10 months, father of J. O. Farnham, of this City.

STOUT.—At Allentown, N. J., on Monday, Jan. 19, RICHARD M. STOUT, aged 67 years.

DAVIS.—In Albany, on Tuesday, Jan. 20, suddenly, at his residence, in the presence of his family, NATHANIEL DAVIS, aged 77 years.

The funeral services took place on Friday, Jan. 23, at the Second Presbyterian Church. The funeral sermon was preached on Sunday afternoon, Jan. 25, by Rev. Dr. SPRAGUE.

The following tribute to his memory we extract from the Albany *Evening Journal*:

"THE LATE NATHANIEL DAVIS.—At a meeting of the Board of Managers of the Albany City Tract and Missionary Society, held at the room Jan. 21, the following resolutions, after some brief remarks by Rev. Messrs. Wyckoff, Dyer and others as to the character of the deceased, were unanimously adopted:

Resolved, That this Board has heard with emotions of sincere regret of the sudden and unexpected death of Nathaniel Davis, a Life Director and Vice-President of this Society, one of its earliest and warmest friends, who through the entire period of its existence manifested a practical interest in its objects and efforts, and who heartily rejoiced in its growing prosperity and usefulness.

Resolved, That we regard it no less a privilege than a duty to place on record an expression of our high estimate of the kindness of his disposition; the unobtrusive purity of his temper; the discreet and unostentatious character of his piety; the practicalness of his sympathy with the distressed; his fidelity and zeal in labors of faith and love, and his readiness to coöperate in whatever tended to promote the highest welfare of our city.

Resolved, That we respectfully tender to his esteemed family the sincere expression of our Christian sympathy and condolence in this sudden and painful bereavement, and would thankfully rejoice that it was attended with so many ameliorating circumstances; that their memory of the departed is so justly precious, and that they have good reason to hope he has gone to possess the reward of the just.

Resolved, That a copy of the foregoing resolutions be forwarded to the family of the deceased, and as a mark of respect, this Board in a body attend his funeral.

R. H. WELLS, Sec'y. A. MCCLURE, President."

LANE.—At Key West, Fla., on Saturday, Jan. 10, of consumption, AUGUSTUS LANE, son of William Lane, aged 26 years.

STODDARD.—At sea, on Monday, Nov. 17, on board ship *Kathay*, CAROLINE A., only daughter of Thos. C. and Rebecca D. Stoddard, aged 16 years and 23 days.

The friends of the family are respectfully invited to attend her funeral, at the residence of her father, No. 139 Hicks-st., Brooklyn.

COMMERCIAL AFFAIRS.

For Markets see Sixth Page.

Sales at the Stock Exchange...JAN. 28.

$2,000	Ohio 6s, '60	103¾	300	N. Y. Cen. R. R.	b60 94¾
2,000	do	103¾	300	do	s5 94¾
10,000	do	103¾	300	do	94¾
7,000	do	103	100	do	b30 94¾
5,000	N. Carolina 6s	98	255	do	s30 94¾
5,000	Miss. State 6s	87	100	do	b30 94¾
20,000	do	b30 87¾	150	do	s60 94¾
4,000	do	s30 88¾	100	Cl. & Tol. R.	b5 76¾
40,000	do	s30 88¾	100	do	b5 76¾
5,000	do	b60 87¾	100	do	c 76¾
15,000	do	87¾	200	do	77
2,000	do	87¾	200	do	s60 76¾
1,000	Virginia 6s	93	150	Ill. Cen. R. R.	b60 12¾
25,000	Tenn. State 6s	90	50	do	12¾
2,000	Ind. State 5s	84¾	100	do	s5 12¾
200	N. Y. Cen. R. R.	103	200	Harlem R'd	b60 15¾
1,000	Erie R. R. M. bs	93¾	120	Mil. & Miss. R'd	29¾
1,000	Erie R. R. bs	93¾	200	Erie Railroad	s5 63
5,000	Ill. Riv. R. 1st M.	103¾	300	do	b5 63
1,000	H. R. R. R. C. bs	89	1150	do	b60 63¾
2,000	H. R. R. 2d Mtge.	77¾	100	do	b30 63¾
10,000	Ill. Cen. R. R. bs	90	100	do	s5 63¾
10,000	do	90	100	do	s5 63¾
1,000	T. H. & Alton Mo.	73¾	100	do	s60 63
5,000	Mis. R. 1st m. bs	88	100	do	s60 63
20	Ocean Bank	90	200	do	s60 63
15	Hanover Bank	90	200	do	s60 63¾
80	Mer. Ex. Bank	105	400	do	b5 63
40	do	106¾	100	do	b5 63
50	Park Bank	107	100	do	b5 63¾
13	National Bank	107	100	do	b30 63
100	Canton Co.	26¾	200	Reading R. R.	s5 61¾
100	do	b60 24	700	do	61¾
400	Nic. Transit Co.	4	300	do	b60 62
200	Cumb. Coal Co.	20	200	do	s5 61¾
100	do	s60 19¾	400	do	b60 61¾
200	do	19¾	100	do	s10 61¾
200	do	19¾	50	Mich. Cen. R. R.	95¾
250	do	b60 19¾	5	do	96
100	do	b60 19¾	50	do	b60 96¾
200	Ward C. & I. Co.	37	50	do	s60 96¾
50	N. J. Zinc Co.	6¾	200	M. S. & N. I. R.	s60 82
100	Clove. & Pitts. R. R.	66¾	70	do	b 82
20	do	66¾	50	do	b60 82
200	do	b60 66¾	50	do	s60 82¾
20	Galena & Chic. R.	103¾	75	Panama Railroad	s5 97¾
140	Chic. & Rk. Is. R. R.	90	300	do	b10 97¾
25	La Crosse & Mil. R.	72¾			

WEDNESDAY, Jan. 28—P. M.

The steamer *Illinois*, from Aspinwall, arrived early this forenoon with the California mails and treasure ($1,168,510) of Jan. 5. The market reports are dull, but the annual review of the business and mining operation of 1856 presents a satisfactory exhibit of the progressive prosperity of the State, and an increased production of the precious metals. The precise export of treasure from the port of San Francisco, including the shipments manifested for the Atlantic States, shows an increase of $4,514,803 over the year 1855, exclusive of about one million of Mexican coin shipped to China. Making all proper allowances for the amount of Gold carried off by passengers for the Atlantic States, the production of the mines in 1856 would seem to be $61,330,000, in addition to which the value of $888,185 was exported in Quicksilver. The Gold product of 1856 was estimated at $58,111,000.

GOLD PRODUCT OF CALIFORNIA, 1856.

Actual shipments from San Francisco:

To N. York and N. O. for Atlantic States	$29,395,264
England direct	8,666,399
China	1,306,952
Less Mexican coin included	1,000,000— 306,952
Other Foreign Ports	824,020
Total manufested	$40,694,434
Atlantic passengers estimated	5,969,526
Coined at Branch Mint	$25,146,400
Of which included in shipm'ts	17,000,000— 8,146,400
Total estimated production Gold	$61,330,360
Value of Quicksilver exported in 1856	$888,185

OPERATIONS OF BRANCH MINT, 1856.

DEPOSITS.		DEPOSITS.	
Gold, ozs	1,645,665	Silver, ozs	69,878
COINAGE.		COINAGE.	
Gold Coin	$25,146,400	Silver Coin	$184,000
Gold Bars	3,047,001	Silver Bars	25,345
Gold Bars Ref'd	122,186		
Total coinage			$29,524,931

COMPARATIVE PRODUCT THREE YEARS.

	1856.	1855.	1854.
To New-York	$29,395,264	$26,730,564	$46,299,643
England & other For.	9,782,176	5,503,526	4,120,453
Atlantic passengers	5,969,526	1,473,046	1,432,764
Coined at Branch M't	25,146,400	17,598,309	4,084,207
Total	$78,293,366	$51,111,445	$60,142,373
Less Br'ch coin ship'd	17,000,000	5,000,000	2,500,000
Estimated production	$61,330,360	$58,111,445	$57,742,373
Total product from Discovery to Jan. 1, 1856			$256,245,000
Add product of 1856 as above			61,330,000
Grand Total			$413,175,000

CALIFORNIA EMIGRATION, 1856.

	Inward.	Outward.
Men	20,940	20,903
Women	5,344	1,248
Children	2,081	646
Total	28,265	22,903
Gain to California		5,362
Gain in 1855		8,861

In reference to the mining interest of 1856, and its prospects for the new year, the San Francisco *Bulletin* remarks:

"The general success of the placer miners this year has been quite equal to, if not greater than, former years, notwithstanding that in the early part of it, there was a great want of rain. New and rich diggings have been discovered, and those material adjuncts to the miners' success, canals, flumes, and ditches, for the supply of water, have been enlarged to at least double their extent two years previous. We might cite this fact as one of the strongest corroborative evidences of the success of placer mining, the whole of those works being either the property of the miners themselves, or of those in their immediate vicinity, whose confidence in their practical utility is derived from personal knowledge and observation. We have heard the value of all these ditches and canals estimated at fully eleven millions of dollars, and yet they are all made with *bona fide* capital, and owned on the ground where they are constructed. Had these canals been the work of these stock companies, which in other countries are sometimes guided only by the design to create an object of speculation on 'change, we should consider them less in the light of evidence of mining success; but the mere fact that they have been created with actual capital for practical purposes by the men most interested in their success, speaks volumes for their future utility. It must be borne in mind, also, that whilst these artificial water-courses are largely extending the products of the placer mines, the expense of their construction not requiring to be reincurred like the annual expenses of agricultural or other pursuits, the accumulation of the miners' profits, and we hope of home capital, will of course proceed in an increased ratio."

The English news by the steamer *Arago* this forenoon, and a rumor, unfounded as far as we could trace the facts up to the close of 'Change hour, that the *Arabia* had arrived at Halifax with less favorable quotations, created a somewhat unfavorable feeling on the Stock Exchange and depressed Cotton to-day. So far as the Cotton accounts are concerned, they are certainly less encouraging than of late, by the *Arago*, the market at Liverpool being quite dull at a concession of ¼d. @¼d., and the trade at Manchester under the apprehension that the China difficulties may continue so long as to affect the consumption of cotton goods in that quarter. The London Money news is also less bright for the English side, while there is really no change in the rates of discount for loans on Public Securities, and the quotations for the American Funds dealt in in London are higher than by the previous arrival. Our own Stock Market fell under the news ½@¾ cent. on Reading, ¼@¾ on Erie; the same on New-York Central, Toledo and Panama, and was steady for Southern and Central Michigan Shares and Missouri State bonds. There was a very dull feeling at the close of the Second Board, without any striking disposition to sell the market down. The street was again abundantly supplied with Money. The Sub-Treasury disbursed $258,636, including $50,000 on California drafts, and received $216,919, including $25,000 for transfer to Boston. The steamer *America* from Boston to-day took no Specie. The *Arago* brought in $850,000 in Spanish and other Foreign Coin. The Panama *steamer* brought down from San Francisco $440,000 for England direct, most of which will have to be drawn against from New-York. This with the Sterling bills known to be in the New-Orleans mails still detained beyond Washington will make a supply for Saturday's and next Wednesday's steamers of nearly or quite eight hundred thousand pounds sterling, or $4,000,000.

The *Commercial Advertiser* reports of the Delaware and Lackawanna Company:

"The annual meeting of the stockholders of the Delaware, Lackawanna and Western Railroad Company was held yesterday at their office, No. 51 Wall-street, in this City. There was a large attendance and an unusual interest manifested—considerably more than one-half of the stock being represented. The operations of the past year were detailed in the reports of the Treasurer and general agent which were read to the meeting, and appeared to be highly satisfactory. The following gentlemen were unanimously elected to serve for the ensuing year: *President*—DRAKE MILLS; *Treasurer*—WILLIAM E. WARREN; *Secretary*—ANDREW J. OSBELL; *Managers*—John J. Phelps, Wm. B. Dodge, George Bulkley, John I. Blair, George W. Scranton, Roswell Sprague, Moses Taylor, Henry Young, Samuel Willetts, William E. Warren, Thomas MacKrath, Samuel L. Mitchill, Rufus R. Graves, Christopher R. Robert. The meeting adjourned to meet again on the first Tuesday of March, to receive the report of the Board of Managers."

Foreign Trade at Boston.

BOSTON, Wednesday, Jan. 28.

The imports of foreign goods at the port of Boston for the week ending Jan. 28, were as follows:

Dry Goods	$216,622	Wool	18,778
Iron and Steel	42,228	Other Articles	110,902
Total			$388,529

Markets by Telegraph.

CHARLESTON, Tuesday, Jan. 27.

Sales of COTTON to-day, 1,300 bales. The market is depressed and prices weak.

NEW-ORLEANS, Tuesday, Jan. 27.

Sales of COTTON, to-day, 12,000 bales, at unchanged rates. No variation in other articles.

Philadelphia Cattle Market.

PHILADELPHIA, Wednesday, Jan. 28, 1857.

The supply of Cattle yesterday and to-day was quite limited in consequence of the impassable condition of the roads. The prices consequently advanced a shade.

BEEF CATTLE.—The entire sales of Beef Cattle only amounted to 600 head, 118 of which were from Virginia, and the balance from Chester County, Penn. The prices ranged from $3 @ $7 per 100 lbs. Mr. B. HICKMAN, of Chester County, sold a pair of splendid beeves at $12 50 the 100 lbs.

SHEEP.—The offerings of Sheep were less than for many months; the sales from all the pens only amounted to 1,500 head. They sold readily at from $5 50 @ $6 per head, as to quality, and some of the very fine $6 75 @ $7 per head. 56 lambs were also sold at $3 each.

COWS AND CALVES.—The supply of this kind of stock was very light. Prices ranged from $30 to $45 per head. They were all sold at from $35 to $38 for fresh cows; $30 to $35 for Springers, and $17 to $22 for dry cows.

FOREIGN COMMERCIAL INTELLIGENCE.

London Money News.

From the London Times, Jan. 14.

TUESDAY EVENING.—The quotation of gold at Paris is about 6 ₱ mille premium, and the short exchange on London is 25.20 ₱ £1 sterling. On comparing these rates with the English Mint price of £3 17s. 10½d. ₱ ounce for standard gold, it appears that gold is nearly 5-10ths ₱ cent. dearer in Paris than in London.

By advices from Hamburg the price of gold is 423 ₱ mark, and the short exchange on London is 13.3½ ₱ £1 sterling. Standard gold at the English Mint price is, therefore, about 8-10ths ₱ cent. dearer in Hamburg than London.

The English funds opened this morning at a further reduction, and subsequently experienced several variations. Consols for money, which closed last evening at 93¾, were first quoted 93¾ to ⅞. Some purchases on the part of the public then caused a recovery, which was assisted by a revival of the statement that the Bank of France are about to increase their capital, the inference being that after that step they will again be ready to assist the specul